

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549**

AMENDMENT NO. 2 TO

Form S-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

REPUBLIC SERVICES, INC.

(Exact Name of Registrant as Specified in Its Charter)

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

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

4953
*(Primary Standard Industrial
Classification Code Number)*

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

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

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

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

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

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

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

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

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

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

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

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

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

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

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

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

TABLE OF OTHER REGISTRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPLANATORY NOTE

This Amendment No. 2 to the Registration Statement on Form S-4 is being filed for the sole purpose of filing additional exhibits to the registration statement. No other changes have been made to the registration statement. Accordingly, this amendment consists only of the facing page, this explanatory note and Part II of the registration statement.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

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

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

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

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

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

Alabama Registrants:

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

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

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

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

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

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

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

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

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

Arizona Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

California Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Colorado Registrants:

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

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

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

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

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

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

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

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

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

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

Delaware Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Florida Registrants:

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

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

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

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

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

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

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

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

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

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

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

Georgia Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Illinois Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Indiana Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Iowa Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kentucky Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

Maryland Registrants:

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

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

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

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

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

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

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

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

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

Massachusetts Registrants:

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

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

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

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

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

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

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

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

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

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

Michigan Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mississippi Registrants:

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

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

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

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

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

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

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

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

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

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

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

Missouri Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New Jersey Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New York Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

North Carolina Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

Ohio Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Oklahoma Registrants:

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

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

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

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

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

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

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

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

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

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

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

Oregon Registrants:

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

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

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

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

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

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

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

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

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

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

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

Pennsylvania Registrants:

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

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

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

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

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

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

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

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

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

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

South Carolina Registrants:

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

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

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

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

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

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

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

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

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

Tennessee Registrants:

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

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

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

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

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

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

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

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

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

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

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

Texas Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Utah Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

Virginia Registrants:

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

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

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

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

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

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

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

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

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

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

Washington Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Item 21. Exhibits and Financial Statement Schedules

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

Item 22. Undertakings

Each of the undersigned co-registrants hereby undertakes:

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

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

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

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

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

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

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

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

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

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

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

Title
Director

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

Signature

/s/ Tod C. Holmes

Tod C. Holmes

Title

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

*By:

/s/ Tod C. Holmes

Tod C. Holmes
Attorney-in-Fact

/s/ Edward A. Lang, III *

Edward A. Lang, III

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

*By:

/s/ Tod C. Holmes

Tod C. Holmes
Attorney-in-Fact

Signature

Title

/s/ William J. Flynn *

William J. Flynn

Director of Republic Services, Inc.

/s/ David I. Foley *

David I. Foley

Director of Republic Services, Inc.

/s/ Michael Larson *

Michael Larson

Director of Republic Services, Inc.

/s/ Nolan Lehmann *

Nolan Lehmann

Director of Republic Services, Inc.

/s/ W. Lee Nutter *

W. Lee Nutter

Director of Republic Services, Inc.

/s/ Ramon A. Rodriguez *

Ramon A. Rodriguez

Director of Republic Services, Inc.

/s/ Allan C. Sorensen *

Allan C. Sorensen

Director of Republic Services, Inc.

/s/ John M. Trani *

John M. Trani

Director of Republic Services, Inc.

/s/ Michael W. Wickham *

Michael W. Wickham

Director of Republic Services, Inc.

/s/ Donald W. Slager *

Donald W. Slager

President and Director of Zakaroff Services

/s/ Edward A. Lang, III *

Edward A. Lang, III

Treasurer and Director of Zakaroff Services

*By:

/s/ Tod C. Holmes

Tod C. Holmes

Attorney-in-Fact

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

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

On behalf of each Subsidiary Guarantor listed on Schedule X
hereto

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

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

Treasurer

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

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

Signature

/s/ Christopher Synek *

Christopher Synek

/s/ Edward A. Lang, III *

Edward A. Lang, III

Title

President of Republic Services of Georgia GP, LLC

Treasurer of Republic Services of Georgia GP, LLC

Managing Member of Republic Services of Georgia
GP, LLC

Republic Services, Inc.

By: _____ /s/ James E. O'Connor *

Name: James E. O'Connor

Title: Chairman of the Board and Chief Executive
Officer

*By: _____ /s/ Tod C. Holmes

Tod C. Holmes
Attorney-in-Fact

Signature

/s/ David I. Foley *

David I. Foley

/s/ Michael Larson *

Michael Larson

/s/ Nolan Lehmann *

Nolan Lehmann

/s/ W. Lee Nutter *

W. Lee Nutter

/s/ Ramon A. Rodriguez *

Ramon A. Rodriguez

/s/ Allan C. Sorensen *

Allan C. Sorensen

/s/ John M. Trani *

John M. Trani

/s/ Michael W. Wickham *

Michael W. Wickham

*By:

/s/ Tod C. Holmes

Tod C. Holmes

Attorney-in-Fact

Title

Director of Republic Services, Inc.

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

On behalf of each Subsidiary Guarantor listed on Schedule Z
hereto

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

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

Treasurer

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

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

Signature

/s/ Kevin Walbridge *

Kevin Walbridge

/s/ Edward A. Lang, III *

Edward A. Lang, III

Title

President of Republic Services of Wisconsin GP, LLC

Treasurer of Republic Services of Wisconsin GP, LLC

Managing Member of Republic Services of Wisconsin
GP, LLC

Republic Services, Inc.

By: _____ /s/ James E. O'Connor *

Name: James E. O'Connor

Title: Chairman of the Board and Chief Executive
Officer

*By: _____ /s/ Tod C. Holmes

Tod C. Holmes
Attorney-in-Fact

**SCHEDULE A
SUBSIDIARY GUARANTORS**

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

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

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

**SCHEDULE B
SUBSIDIARY GUARANTORS**

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

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

**SCHEDULE C
SUBSIDIARY GUARANTORS**

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

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

**SCHEDULE D
SUBSIDIARY GUARANTORS**

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

**SCHEDULE E
SUBSIDIARY GUARANTORS**

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

**SCHEDULE F
SUBSIDIARY GUARANTORS**

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

**SCHEDULE G
SUBSIDIARY GUARANTORS**

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

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

**SCHEDULE H
SUBSIDIARY GUARANTORS**

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

**SCHEDULE I
SUBSIDIARY GUARANTORS**

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

**SCHEDULE J
SUBSIDIARY GUARANTORS**

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

**SCHEDULE K
SUBSIDIARY GUARANTORS**

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

**SCHEDULE L
SUBSIDIARY GUARANTORS**

Republic Services Financial LP, Inc.

**SCHEDULE M
SUBSIDIARY GUARANTORS**

Dinverno, Inc.

**SCHEDULE N
SUBSIDIARY GUARANTORS**

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

**SCHEDULE O
SUBSIDIARY GUARANTORS**

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

**SCHEDULE P
SUBSIDIARY GUARANTORS**

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

**SCHEDULE Q
SUBSIDIARY GUARANTORS**

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

**SCHEDULE R
SUBSIDIARY GUARANTORS**

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

**SCHEDULE S
SUBSIDIARY GUARANTORS**

BFI Energy Systems of Southeastern Connecticut, Limited Partnership

**SCHEDULE T
SUBSIDIARY GUARANTORS**

Oceanside Waste & Recycling Services

**SCHEDULE U
SUBSIDIARY GUARANTORS**

Rabanco Companies

**SCHEDULE V
SUBSIDIARY GUARANTORS**

Republic Services Financial, Limited Partnership

**SCHEDULE W
SUBSIDIARY GUARANTORS**

Republic Services of Florida, Limited Partnership

**SCHEDULE X
SUBSIDIARY GUARANTORS**

Republic Services of Georgia, Limited Partnership

**SCHEDULE Y
SUBSIDIARY GUARANTORS**

Republic Services of Indiana, Limited Partnership

**SCHEDULE Z
SUBSIDIARY GUARANTORS**

Republic Services of Wisconsin, Limited Partnership

**SCHEDULE AA
SUBSIDIARY GUARANTORS**

Agricultural Acquisitions, LLC

**SCHEDULE BB
SUBSIDIARY GUARANTORS**

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

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

**SCHEDULE CC
SUBSIDIARY GUARANTORS**

Allied Services, LLC

**SCHEDULE DD
SUBSIDIARY GUARANTORS**

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

**SCHEDULE EE
SUBSIDIARY GUARANTORS**

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

**SCHEDULE FF
SUBSIDIARY GUARANTORS**

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

**SCHEDULE GG
SUBSIDIARY GUARANTORS**

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

**SCHEDULE HH
SUBSIDIARY GUARANTORS**

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

**SCHEDULE II
SUBSIDIARY GUARANTORS**

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

**SCHEDULE JJ
SUBSIDIARY GUARANTORS**

Allied Waste Transfer Services of Florida, LLC

**SCHEDULE KK
SUBSIDIARY GUARANTORS**

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

**SCHEDULE LL
SUBSIDIARY GUARANTORS**

Ariana, LLC

**SCHEDULE MM
SUBSIDIARY GUARANTORS**

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

**SCHEDULE NN
SUBSIDIARY GUARANTORS**

BFGSI, L.L.C.

**SCHEDULE OO
SUBSIDIARY GUARANTORS**

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

**SCHEDULE PP
SUBSIDIARY GUARANTORS**

Bridgeton Transfer Station, LLC

**SCHEDULE QQ
SUBSIDIARY GUARANTORS**

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

**SCHEDULE RR
SUBSIDIARY GUARANTORS**

Central Virginia Properties, LLC

**SCHEDULE SS
SUBSIDIARY GUARANTORS**

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

**SCHEDULE TT
SUBSIDIARY GUARANTORS**

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

**SCHEDULE UU
SUBSIDIARY GUARANTORS**

County Environmental Landfill, LLC

**SCHEDULE VV
SUBSIDIARY GUARANTORS**

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

**SCHEDULE WW
SUBSIDIARY GUARANTORS**

ECDC Environmental, L.C.

**SCHEDULE XX
SUBSIDIARY GUARANTORS**

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

**SCHEDULE YY
SUBSIDIARY GUARANTORS**

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

SCHEDULE ZZ

SUBSIDIARY GUARANTORS

Kandel Enterprises, LLC

**SCHEDULE AAA
SUBSIDIARY GUARANTORS**

Liberty Waste Services Limited, L.L.C.

**SCHEDULE BBB
SUBSIDIARY GUARANTORS**

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

**SCHEDULE CCC
SUBSIDIARY GUARANTORS**

Oklahoma City Landfill, L.L.C.

**SCHEDULE DDD
SUBSIDIARY GUARANTORS**

Republic Ohio Contracts, LLC

**SCHEDULE EEE
SUBSIDIARY GUARANTORS**

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

**SCHEDULE FFF
SUBSIDIARY GUARANTORS**

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

**SCHEDULE GGG
SUBSIDIARY GUARANTORS**

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

**SCHEDULE HHH
SUBSIDIARY GUARANTORS**

Republic Services of Georgia GP, LLC

**SCHEDULE III
SUBSIDIARY GUARANTORS**

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

**SCHEDULE JJJ
SUBSIDIARY GUARANTORS**

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

**SCHEDULE KKK
SUBSIDIARY GUARANTORS**

Republic Services of New Jersey, LLC

**SCHEDULE LLL
SUBSIDIARY GUARANTORS**

Republic Services of Ohio Hauling, LLC

**SCHEDULE MMM
SUBSIDIARY GUARANTORS**

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

**SCHEDULE NNN
SUBSIDIARY GUARANTORS**

BFI Waste Services of Tennessee, LLC

**SCHEDULE OOO
SUBSIDIARY GUARANTORS**

RITM, LLC

SCHEDULE PPP

SUBSIDIARY GUARANTORS

Total Roll-Offs, L.L.C.

**SCHEDULE QQQ
SUBSIDIARY GUARANTORS**

Wayne Developers, LLC

**SCHEDULE RRR
SUBSIDIARY GUARANTORS**

Webster Parish Landfill, L.L.C.

**SCHEDULE SSS
SUBSIDIARY GUARANTORS**

Republic Services of Indiana Transportation, LLC

INDEX TO EXHIBITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AMENDED AND RESTATED BYLAWS
OF
MANUMIT OF FLORIDA, INC.**

(hereinafter called the "Corporation")

**ARTICLE I
OFFICES**

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

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

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

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

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

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

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MARS ROAD TX, LP

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

I. The name of the limited partnership is Mars Road TX, LP

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

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

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Mars Road TX, LP as of September 16, 1998.

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

By /s/ D.W. Slager
D.W. Slager, President

**AGREEMENT OF LIMITED PARTNERSHIP OF
MARS ROAD TX, LP**

This Agreement of Limited Partnership is entered into as of September 16, 1998, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner, and Allied Waste Systems Holdings, Inc. as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

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

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

1.3 Name. The name of the Partnership is Mars Road TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to acquire, own, hold, develop, construct, operate and manage and sell, lease, encumber or otherwise transfer or dispose of certain real property acquired by the Partnership, and to engage in such other activities as are reasonably incidental to the foregoing, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

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

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

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

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

and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

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

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

2.3 Limitations Pertaining to Capital Contributions.

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

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

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

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

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

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

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

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

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

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

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

SECTION 4. LOANS

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

SECTION 5. MANAGEMENT

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

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;

- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

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

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

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

officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

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

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

SECTION 6. BOOKS AND RECORDS

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

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

SECTION 7. AMENDMENTS

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

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

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

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

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

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

SECTION 9. GENERAL PARTNERS

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

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

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

SECTION 10. DISSOLUTION AND WINDING UP

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

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

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

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

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

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

(a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;

(b) To the payment of any debts and liabilities to the Partners; and

(c) To the Partners in accordance with Section 3.1.

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

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

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered

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

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

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

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

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

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

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

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

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

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

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

SECTION 12. DEFINITIONS

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

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

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.3 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures are on the following page]

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

Allied Waste Landfill Holdings, Inc., a
Delaware corporation

By: /s/ Donald W. Slager
Its: President

Allied Waste Systems Holdings, Inc.,
a Delaware corporation,

By: /s/ G. Thomas Rochford
Its: Treasurer

EXHIBIT A

Names and Addresses of Partners:

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

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MCCARTY ROAD LANDFILL TX, LP

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

I. The name of the limited partnership is "McCarty Road Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

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

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of McCarty Road Landfill TX, LP as of December 12, 2001.

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

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/12/2001
01063 7044 — 3467836

**AGREEMENT OF LIMITED PARTNERSHIP OF
MCCARTY ROAD LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

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

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

1.3 **Name.** The name of the Partnership is McCarty Road Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

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

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

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

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

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

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

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

2.3 Limitations Pertaining to Capital Contributions.

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

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

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

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

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

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

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

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

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

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

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

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

SECTION 4. LOANS

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

SECTION 5. MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. BOOKS AND RECORDS

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

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

SECTION 7. AMENDMENTS

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

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

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

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

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

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

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

SECTION 9. GENERAL PARTNERS

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

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

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

SECTION 10. DISSOLUTION AND WINDING UP

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

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

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

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

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

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

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

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

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

SECTION 11. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

SECTION 12. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White
Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White
Its: Secretary

EXHIBIT A

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

**FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP
MCCARTY ROAD LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of McCarty Road Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. McCarty Road Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of McCarty Road Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.

2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

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

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

ARTICLES OF INCORPORATION

PLEASE INDICATE (CHECK ONE) TYPE CORPORATION:

- DOMESTIC BUSINESS CORPORATION
- DOMESTIC BUSINESS CORPORATION
A CLOSE CORPORATION — COMPLETE BACK FEE
\$7500
- DOMESTIC PROFESSIONAL CORPORATION ENTER BOARD
LICENSE NO.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE — CORPORATION BUREAU
308 NORTH OFFICE BUILDING, HARRISBURG, PA 17120

010 NAME OF CORPORATION (MUST CONTAIN A CORPORATE INDICATOR UNLESS EXEMPT UNDER 15 P.S. 2908 B)

McCusker Recycling, Inc.

011 ADDRESS OF REGISTERED PENNSYLVANIA OFFICE IN PENNSYLVANIA (P O BOX NUMBER NOT ACCEPTABLE)

102 Foster Avenue

012 CITY Upper Darby,	033 COUNTY DEL	013 STATE PA	064 ZIP CODE [Illegible]
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050 EXPLAIN THE PURPOSE OR PURPOSES OF THE CORPORATION

The corporation shall have unlimited power to engage in and to do any lawful act concerning any and all lawful business for which corporations may be incorporated under the Business Corporation Law of Pennsylvania

(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)

The Aggregate Number of Shares, Classes of Shares and Par Value of Shares Which the Corporation Shall Have Authority to Issue:

040 Number and Class of Shares 1000 shs common	041 Stated Par Value Per Share If Any \$1.00	042 Total Authorized Capital \$1,000.00	031 Term of Existence Perpetual
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The Name and Address of Each Incorporator, and the Number and Class of Shares Subscribed to by Each Incorporator

060 Name	061. 062 063. 064 Address	[Street, City, State, Zip Code]	Number & Class of Shares
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John D. O'Keefe, Esq. 42 So. 15th st., Phila., PA 19102 1 Sh. common

(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)

IN TESTIMONY WHEREOF, THE INCORPORATOR(S) HAS (HAVE) SIGNED AND SEALED THE ARTICLES OF INCORPORATION

THIS [Illegible] DAY OF [Illegible] 1989

/s/ John D. O'Keefe
John D. O'Keefe

- FOR OFFICE USE ONLY -

030 FILED [Illegible]	002 CODE REVIEWED BY [Illegible]	003 REV BOX 004 SICC	SEQUENTIAL NO. AMOUNT	100 MICROFILM NUMBER 001 CORPORATION NUMBER 1083569	
M BURR KEIM COMPANY, PHILA DELPHIA	DATE APPROVED		\$		
	DATE REJECTED	CERTIFY TO o REV	INPUT BY [Illegible]	LOG IN	LOG IN (REFILE)
	MAILED BY DATE	o L & I	VERIFIED BY	LOG OUT	LOG OUT (REFILE)
		o OTHER			

**SECOND AMENDED AND RESTATED BYLAWS
OF
MCCUSKER RECYCLING, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

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

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

ARTICLE II
MEETINGS OF STOCKHOLDERS

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

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

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

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION
OF
McINNIS WASTE SYSTEMS, INC.

The undersigned natural person of the age of eighteen years or more, acting as incorporator under the Oregon Business Corporation Act, adopts the following Articles of Incorporation:

ARTICLE 1.

The name of the corporation is McINNIS WASTE SYSTEMS, INC. and its duration shall be perpetual or unlimited.

ARTICLE 2.

The purposes for which the corporation is organized are:

- (1) To engage in the business of refuse collection and recycling; and
- (2) To engage in any lawful activity for which corporations may be organized under the Oregon Business Corporation Act.

ARTICLE 3.

The aggregate number of shares which the corporation shall have authority to issue is 100 shares without par value of voting common stock.

ARTICLE 4.

The address of the initial registered office of the corporation is 1618 S.W. First, Suite 205, Portland, Oregon 97201, and the name of the initial registered agent at such address is L. Leslie Bush. The Corporation Division is

directed to send all notices to L. Leslie Bush, 1618 S.W. First, Suite 205, Portland, Oregon 97201, until further notice.

ARTICLE 5.

The number of directors constituting the board of directors is one, and the name and address of such person who is to serve as director until the first annual meeting of shareholders, or until their successors have been elected and qualified is:

Name	ADDRESS
Stephen J. McInnis	205 SE 113th Portland, OR 97216

ARTICLE 6

The name and address of the incorporator of the corporation is L. Leslie Bush, 1618 SW First Ave. #205, Portland, Oregon 97201.

DATED: December 31, 1991.

I, the undersigned incorporator, declare under the penalties of perjury that I have examined the foregoing and that to the best of my knowledge and belief, it is true, correct, and complete.

/s/ L. Leslie Bush
 L. LESLIE BUSH

**AMENDED AND RESTATED BYLAWS
OF
McINNIS WASTE SYSTEMS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

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

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

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

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

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

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

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of

proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to

time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to

believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF ORGANIZATION
OF
MENANDS ENVIRONMENTAL SOLUTIONS, LLC
(Under Section 203 of the Limited Liability Company Law)

FIRST: **The name of the limited liability company is:**

Menands Environmental Solutions, LLC

SECOND: **The county within this state in which the office of the limited liability company is to be located is Albany County.**

THIRD: **The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the limited liability company served upon him or her is: c/o C T CORPORATION SYSTEM, 111 Eighth Avenue, New York, New York 10011.**

FOURTH: **The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is C T CORPORATION SYSTEM, 111 Eighth Avenue, New York, New York 10011.**

Dated this 20th day of September, 2004.

Jo Lynn White

Jo Lynn White
Organizer

**OPERATING AGREEMENT OF
MENANDS ENVIRONMENTAL SOLUTIONS, LLC**

This Operating Agreement is executed as of September 21, 2004, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Menands Environmental Solutions, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under New York law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of New York shall be CT Corporation System, 111 Eighth Avenue, New York, New York, County of New York. The registered office may be changed to any other place within the State of New York upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in New York are CT Corporation System, 111 Eighth Avenue, New York, New York. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in New York, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of New York. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

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

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

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 347.143 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 347.141 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the New York Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the New York Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

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

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

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

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

8.6 New York Law. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the New York Limited Liability Company Law, as set forth in New York Consolidated Laws § 31.101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

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

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

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

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

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

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

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

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00

ARIZONA COMMISSION
FOR THE STATE SEALS
Jun 6 11 30 AM '09
Randy Merrill
6-6-09
215032

ARTICLES OF INCORPORATION
OF
BULLHEAD CITY INVESTORS, INC.

ARTICLE I. Name The name of the corporation is BULLHEAD CITY INVESTORS, INC.

ARTICLE II. Purpose The purpose for which this corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time and specifically but not in limitation thereof, for the purpose of investing and dealing in real property of every kind and purposes incidental thereto.

ARTICLE III. Initial Business The corporation initially intends to conduct the business of investing and dealing in real property of every kind and purposes incidental thereto.

ARTICLE IV. Authorized Capital The corporation shall have authority to issue One Million (1,000,000) shares of common stock of No Par Value.

ARTICLE V. Preemptive Rights The holders from time to time of the common stock of the corporation shall have preemptive rights as to the common stock then or thereafter authorized to be issued, including treasury stock. No resolution of the Board of Directors authorizing the issuance of stock to which preemptive rights shall attach may require such rights to be exercised within less than thirty (30) days.

ARTICLE VI. Statutory Agent. The name and address of the initial statutory agent of the corporation is CHARLES W. GURTLER, JR., 1441 Highway 95 (Mailing: P.O. Box 1105), Bullhead City, Arizona 86430.

ARTICLE VII. Known Place of Business. The known place of business of the corporation shall be 1441 Highway 95, Bullhead City, Arizona 86442.

ARTICLE VIII. Board of Directors. The initial Board of Directors shall consist of two (2) Directors. The persons who are to serve as Directors until the first annual meeting of shareholders or until their successors are elected and qualified are:

CHARLES W. GURTLER, JR.
P.O. Box 1105
Bullhead City, AZ 86430

JAMIE KELLEY
P.O. Box 1105
Bullhead City, AZ 86430

ARTICLE IX. Number of Directors. The number of persons to serve on the Board of Directors shall be fixed by the shareholders at the annual meeting or any special meeting called for that purpose, except that the Board of Directors shall always consist of not fewer than two (2) nor more than fifteen (15) persons.

ARTICLE X. Incorporators. The incorporators of the corporation are:

CHARLES W. GURTLER, JR.
P.O. Box 1105
Bullhead City, AZ 86430

JAMIE KELLEY
P.O. Box 1105
Bullhead City, AZ 86430

All powers, duties and responsibilities of the incorporators shall cease immediately following the adoption of the initial By-Laws of the corporation.

ARTICLE XI. By-Laws. The power to alter, amend or repeal the By-Laws or adopt new By-Laws shall be vested in the shareholders, who may amend, alter, repeal and replace By-Laws by the affirmative vote of the holders of a majority of the issued and outstanding voting shares of the corporation.

IN WITNESS WHEREOF, we have hereunto set our hands this 31st day of May, 1989.

/s/ Charles W. Gurtler, JR.
CHARLES W. GURTLER, JR.

/s/ Jamie Kelley
JAMIE KELLEY

STATE OF ARIZONA)
)
COUNTY OF MOHAVE) ss

On this, the 31st day of May, 1989, before me, the undersigned officer, personally appeared CHARLES W. GURTLER, JR. and JAMIE KELLEY known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires



[Illegible]
Notary Public

I, CHARLES W. GURTLER, JR., having been designated to act as Statutory Agent, hereby consent to act in that capacity until removal or resignation is submitted in accordance with the Arizona Revised Statutes.

/s/ Charles W. Gurtler, JR.
CHARLES W. GURTLER, JR.

ARTICLES OF AMENDMENT
FOR THE STATE OF AZ.
FILED

SEP 25 3 55 PM '89

FILED
DATE FILED 10-20-89
BY
215032-1

ARTICLES OF AMENDMENT OF
ARTICLES OF INCORPORATION FOR

BULLHEAD CITY INVESTORS, INC.

Pursuant to the provisions of Section 10-061, Arizona Revised Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is BULLHEAD CITY INVESTORS, INC.
2. The document attached hereto as Exhibit "A" sets forth the amendments to the Articles of Incorporation which were adopted by the directors of the corporation at their meeting on September 20, 1989, in the manner prescribed by law.
3. There are no shares of the corporation issued and outstanding.
4. The Board of Directors adopted the amendment on September 20, 1989, pursuant to A.R.S. § 10-061.
5. The Amendment does not provide for an exchange, reclassification or cancellation of the issued shares of the corporation.
6. The Amendment does not effect a change in the amount of stated capital of the corporation.

IN WITNESS WHEREOF, the undersigned officers of the corporation have executed these Articles of Amendment this 20th day of September, 1989.

MESA DISPOSAL, INC.

MESA DISPOSAL, INC.

BY /s/ Susan E. Whiting
Secretary

BY /s/ Glenn A. Medlin
President

EXHIBIT "A"

AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF

BULLHEAD CITY INVESTORS, INC.

1. The Articles of Incorporation of the corporation are hereby amended to read as follows:

Article I. The name of the Corporation is MESA DISPOSAL, INC.

Article III. The corporation initially intends to conduct the business of collection and disposal of refuse, garbage and trash and the operation of refuse disposal equipment and sites.

/s/ Susan E. Whiting
Secretary

ATTEST:

/s/ Glenn A. Medlin
President

AMENDED AND RESTATED BYLAWS
OF
MESA DISPOSAL, INC.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

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

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

ARTICLE II
MEETINGS OF STOCKHOLDERS

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

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

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or

proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to

any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement. of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested

directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MESQUITE LANDFILL TX, LP

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

I. The name of the limited partnership is "Mesquite Landfill TX, LP"

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

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

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Mesquite Landfill TX, LP as of October 23, 1997.

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

By: Steven Helm
Its Secretary
Steven Helm

**FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT OF
MESQUITE LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Mesquite Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 1998, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH") and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH")(collectively, the "Partners").

RECITALS

A. Mesquite Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State dated October 23, 1997, and the related Limited Partnership Agreement of Mesquite Landfill TX, LP, dated as of October 23, 1997 (the "Agreement") between AWLH and Ellis County Landfill TX, L.L.C, a Delaware limited liability company ("ELLIS"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an Agreement and Plan of Merger between AWSH and ELLIS, among others, dated December 29, 1998, ELLIS merged with and into AWSH, resulting in a transfer by operation of law of ELLIS's interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the merger and the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of ELLIS's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.

2. Acceptance. AWSH hereby acknowledges the assumption of all of ELLIS's responsibilities and obligations as a Limited Partner to the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

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

By: /s/ D. W. Slager,
D. W. Slager, President

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Michael G. Hannon
Michael G. Hannon
Vice President

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**AGREEMENT OF LIMITED PARTNERSHIP OF
MESQUITE LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of October 23, 1997, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner, and Ellis County Landfill TX, LLC, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Mesquite Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

- (i) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to

the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers which the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;

- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the

Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets which does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature which do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership property, and the Partnership property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;

(b) To the payment of any debts and liabilities to the Partners; and

(c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1 Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

EXHIBIT A

Names and Addresses of Partners:

	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ _____	1%
Limited Partner: Ellis County Landfill TX, LLC 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ _____	99%

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MEXIA LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Mexia Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Mexia Landfill TX, LP as of December 12, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

SECOND AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**MEXIA LANDFILL TX, LP**

This Second Amendment to Limited Partnership Agreement of Mexia Landfill TX, LP (the "Second Amendment") is entered into effective as of May 1, 2003 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Mexia Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Mexia Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this Second Amendment shall have the meanings given those terms in the Agreement.

B. A First Amendment dated December 31, 2001 provided for an intra-company transfer, whereby BFINA transferred its interest in the Partnership to AWSH. The First Amendment also provided for the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in the First Amendment.

C. Pursuant to an intra-company transfer, AWSH transferred its interest in the Partnership back to BFINA.

D. The Partners desire to acknowledge the admission of BFINA as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of AWSH's interest in the Partnership to BFINA, and (b) the admission of BFINA as a substituted limited partner.

2. Acceptance. BFINA hereby acknowledges the assumption of all of AWSH's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this Second Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
BFI Waste Systems of North America, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

MEXIA LANDFILL TX, LP

This First Amendment to Limited Partnership Agreement of Mexia Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Mexia Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Mexia Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.

2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**AGREEMENT OF LIMITED PARTNERSHIP OF
MEXIA LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in **Section 12** hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is Mexia Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White
Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White
Its: Secretary

EXHIBIT A

Name and Addresses of Partners

General Partner:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
\$ 10.00	1%

Limited Partner:

BFI Waste Systems of North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

\$990.00	99%
----------	-----

2004 MAY 27 P 2: 58

APP: *[Signature]*
TERM _____
DATE 5/27/04
-11351969

DO NOT PUBLISH THIS SECTION

ARTICLE 1

The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form.

ARTICLE 2

The name cannot imply that the corporation is organized for any purpose other than the initial business indicated in this article.

ARTICLE 3

The total number of authorized shares cannot be "Zero" or "Not Applicable."

ARTICLE 4

May be in care of the statutory agent.

ARTICLE 5

The agent must provide both a physical and mailing address. If statutory agent has a P.O. Box, then they must also provide a physical description of their street address/location. The agent must sign the Articles or provide a consent to acceptance of the appointment.

ARTICLES OF INCORPORATION

OF

(An Arizona Business Corporation)

1. Name. The name of the Corporation is Midway Development Company, Inc.

2. Initial Business.

The Corporation initially intends to conduct the business of non-hazardous solid waste management

3. Authorized Capital.

The Corporation shall have authority to issue 1,000 shares of Common Stock.

4. Known Place of Business. (In Arizona)

The street address of the known place of business of the Corporation is:

15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260

5. Statutory Agent. (In Arizona)

The name and address of the statutory agent of the Corporation is:

C T Corporation System
c/o C T Corporation System, 3225 North Central Avenue
Phoenix, Arizona 85012

DO NOT PUBLISH THIS SECTION

A minimum of 1 director is required

6. Board of Directors

The initial board of directors shall consist of 3 director(s). The name(s) and address(es) of the person(s) who is(are) to serve as the director(s) until the first annual meeting of shareholders or until his(her) (their) successor(s) is(are) elected and qualifies is(are):

Name:	Donald W. Slager	Thomas P. Martin
Address:	15880 N Greenway-Hayden Loop, Suite 100	15880 N Greenway-Hayden Loop, Suite 100
City, State, Zip:	Scottsdale, AZ 85260	Scottsdale, AZ 85260
Name:	James E. Gray	_____
Address:	15880 N Greenway-Hayden Loop, Suite 100	_____
City, State, Zip:	Scottsdale, AZ 85260	_____

The number of persons to serve on the board of directors thereafter shall be fixed by the Bylaws.

7. Incorporators.

The name(s) and address(es) of the incorporator(s) is (are):

Name:	Jo-Lynn White	_____
Address:	15880 N Greenway-Hayden Loop, Suite 100	_____
City, State, Zip:	Scottsdale, AZ 85260	_____

ARTICLE 7

A minimum of 1 incorporator is required. All incorporators must sign both the Articles of Incorporation and the Certificate of Disclosure.

All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission.

8. Indemnification of Officers, Directors, Employees and Agents.

The Corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

9. Limitation of Liability.

To the fullest extent permitted by the Arizona Revised Statutes, as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification.



DO NOT PUBLISH THIS SECTION

Phone and fax numbers are optional

The agent must consent to the appointment by executing the consent.

The Articles must be accompanied by a Certificate of Disclosure, executed within 30 days of delivery to the Commission, by all incorporators.

EXECUTED this 27th day of May, 2004 by all of the incorporators.

Signed: _____
Jo Lynn White

Jo Lynn
[Print Name Here]

[Print Name Here]

PHONE 480-627-2700

FAX 480-627-7115

Acceptance of Appointment By Statutory Agent

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation effective this 27th day of May, 2004.

Signed. _____
Terrie L. Bates

Terrie L. Bates/ Assistant Secretary
[Print Name Here]

C T Corporation System
[If signing on behalf of a company serving as statutory agent, print company name here]

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

PROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. §10-202.D

Midway Development Company, Inc.
EXACT CORPORATE NAME

- A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes o No

B. IF YES, the following information MUST be attached:

1. Full name, prior name(s) and aliases, if used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity or held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

Yes o No

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name (including aliases) and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated, (b) Has transacted business.
4. Dates of corporate operation.
5. Date and case number of Bankruptcy or date of revocation/administrative dissolution.

D. The fiscal year end adopted by the corporation is December 31

Under penalties of law, the undersigned incorporator(s)/officer(s) declare(s) that I(we') have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY Jo Lynn White

BY _____

PRINT NAME Jo Lynn White

PRINT NAME _____

TITLE Incorporator

DATE May 27, 2004

TITLE _____ DATE _____

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding share, or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0022 — Business Corporations

Rev: 3/00

**BYLAWS
OF
MIDWAY DEVELOPMENT COMPANY, INC.**

(hereinafter called the "Corporation")

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death,

resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or

transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of

Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may

give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is

required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the

absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



ARTICLES OF INCORPORATION
OF
MISSISSIPPI WASTE PAPER COMPANY

Profit Nonprofit

The undersigned person, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

- 1. The name of the corporation is Mississippi Waste Paper Company.
- 2. Domicile address is 841 Palmyra, Jackson, Mississippi 39203.
- 3. The period of duration is perpetual.
- 4. (a) The number and class of shares the corporation is authorized to issue are as follows (THIS IS FOR PROFIT ONLY):

Class	No. of Shares Authorized
Common	5,000

- 4. (b) If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:
None
- 5. The street address of its initial registered office is 121 North State Street, Jackson, Mississippi 39201 and the name of its initial registered agent at such address is William S. Mendenhall.
- 6. The name and complete address of the incorporator is as follows:

This page conforms with the duplicate original filed with Secretary of State.

[Illegible]
Secretary of State

William S. Mendenhall
121 North State Street
Jackson, Mississippi 39201

7. Other provisions: None

/s/ WILLIAM S. MENDENHALL
WILLIAM S. MENDENHALL
INCORPORATOR

This page conforms with the duplicate original filed with Secretary of State.

Illegible
Secretary of State

**AMENDED AND RESTATED BYLAWS
OF
MISSISSIPPI WASTE PAPER COMPANY
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Flowood, County of Hinds, State of Mississippi.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Mississippi as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Mississippi, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business

transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the

Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Mississippi. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the

Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Mississippi or of such other state in which the corporation is incorporated". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity

for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Mississippi for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for

indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Mississippi, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of

Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

File Number: 200315712702
Date Filed: 06/06/2003 03:13 PM
Matt Blunt
Secretary of State
Matt Blunt, Secretary of State



Corporations Division
P.O. Box 778, Jefferson City, MO 65102

James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

Articles of Organization
(Submit in duplicate with filing fee of \$105)

1. The name of the limited liability company is:

Missouri City Landfill, LLC

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized: _____

To own and operate a landfill

3. The name and address of the limited liability company's registered agent in Missouri is:

C T Corporation System, 120 South Central Avenue, Clayton, Missouri 63105

Name Street Address: May not use P.O. Box unless street address also provided City/State/Zip

4. The management of the limited liability company is vested in one or more managers. o Yes No

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: perpetual

6. The name(s) and street address(es) of each organizer (Post Office box alone not acceptable):

Allied Waste North America, Inc.

15880 N Greenway-Hayden Loop

Scottsdale, Arizona 85260

7. For tax purposes, is the limited liability company considered a corporation? o Yes No

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows:

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true:

/s/ Jo Lynn White

Jo Lynn White, Secretary of the Sole Member

6/5/03

(Organizer Signature)

(Printed Name)

(Date)

(Sole Member: Allied Waste North America, Inc.)

(Organizer Signature)

(Printed Name)

(Date)

(Organizer Signature)

(Printed Name)

(Date)

State of Missouri
Creation — LLC/LP 1 Page(s)



T0315711853

**OPERATING AGREEMENT OF
MISSOURI CITY LANDFILL, LLC**

This Operating Agreement is executed as of June 6, 2003, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Missouri City Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Missouri shall be CT Corporation System, 120 South Central Avenue, Clayton, Missouri, County of St. Louis County. The registered office may be changed to any other place within the State of Missouri upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Missouri are CT Corporation System, 120 South Central Avenue, Clayton, Missouri. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Missouri, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Missouri. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 347.143 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 347.141 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Missouri Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Missouri Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Missouri Law. The laws of the State of Missouri shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Missouri Limited Liability Companies Act, as set forth in Missouri Revised Statutes § 347.010, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

**AMENDED AND RESTATED
PARTNERSHIP AGREEMENT
OF
MOREHEAD LANDFILL GENERAL PARTNERSHIP**

This Amended and Restated Partnership Agreement is entered into as of this 26th day of September, 2005, between Allied Waste North America, Inc., a Delaware corporation, and Browning Ferris Industries of Tennessee, Inc., a Tennessee corporation, each individually referred to herein as a "Partner," and collectively as "Partners." The Partners entered in the original Partnership Agreement on or about October 5, 1999, under the name of "Moorhead". The Partners desire to Amend and Restate the Partnership Agreement for the sole purpose of correcting the name to "Morehead". Except for the name change, nothing in this Amended and Restated Agreement is intended to affect the original agreement or any actions previously taken by or on behalf of the Partnership under the "Moorhead" name.

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners have formed the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Morehead Landfill General Partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Kentucky law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. The Partners have previously contributed cash or other assets to the Partnership, as reflected on the books and records of the Partnership, and own the respective Percentage Interests as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. No Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs "nonrecourse deductions" or "partner nonrecourse deductions," or if there is any change in the Partnership's "minimum gain," as defined in such Regulations, the allocation of

Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership's business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership's business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the "tax matters partner" pursuant to the Code, and the tax matters partner shall coordinate with the Partnership's accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge, hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their respective Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or three business days after the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid; provided that notice of any change in address shall be deemed effective only upon actual receipt.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Kentucky shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

“Act” means the provisions of the Kentucky Revised Statutes applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Partnership Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code Section 704(b) and Regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“**Net Cash Flow**” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“**Partner**” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “**Partners**” means all such Persons.

“**Partner Loans**” has the meaning given that term in Section 2.5 hereof.

“**Partnership**” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“**Percentage Interest**” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“**Person**” means any individual, partnership, corporation, trust, limited liability company or other entity.

“**Profits**” and “**Losses**” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“**Regulations**” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

Browning Ferris Industries of Tennessee, Inc.,
a Tennessee corporation

By: Peter S. Hathaway
Its: Executive Vice President

By: /s/ Jo Lynn White
Its: Secretary

EXHIBIT A

Names and Addresses of Partners

Percentage Interests

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

99%

Browning Ferris Industries of Tennessee, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

1%

CERTIFICATE OF INCORPORATION
OF
WASTE CONNECTIONS OF IDAHO, INC.

ARTICLE I

The name of this Corporation is Waste Connections of Idaho, Inc.

ARTICLE II

The address of the registered office of this Corporation in the State of Delaware is 1013 Centre Road, Wilmington, New Castle County, Delaware, 19805. The Partnership's registered agent at that address is Corporation Service Company.

ARTICLE III

The name and address of the incorporator of this Corporation is:

Kimberly M. Fosterling
c/o Shartsis, Friese & Ginsburg LLP
One Maritime Plaza, 18th Floor
San Francisco, CA 94111

ARTICLE IV

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

ARTICLE V

This Corporation is to have perpetual existence.

ARTICLE VI

This Corporation is authorized to issue 10,000 shares of common stock, with \$0.01 par value. Authority is hereby expressly granted to the Board of Directors of this Corporation from time to time to issue any authorized but unissued shares of common stock for such consideration and on such terms as it may determine.

ARTICLE VII

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal from time to time any or all of the Bylaws of this Corporation.

ARTICLE VIII

The number of directors which shall constitute the whole Board of Directors of this Corporation shall be as specified in the Bylaws of this Corporation, subject to the provisions of Article VII and this Article VIII.

ARTICLE IX

A director of this Corporation shall not be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to this Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. Neither the amendment nor repeal of this Article IX, nor the adoption of any provision of the Certificate of Incorporation or Bylaws or of any statute inconsistent with this Article IX, shall eliminate or reduce the effect of this Article IX in respect of any acts or omissions occurring, or any causes of action, suits or claims that, but for this Article IX, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE X

This Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained herein, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law, and all rights, preferences, and privileges of whatsoever nature conferred upon stockholders, directors, or any other person whomsoever by or pursuant to the Certificate of Incorporation in its present form or as hereafter amended are granted, subject to the rights reserved in this Article X.

ARTICLE XI

Meetings of stockholders may be held outside the State of Delaware, if the Bylaws so provide. The books of this Corporation may be kept (subject to any provision of law) outside of the State of Delaware. Elections of directors need not be by ballot unless the Bylaws of this Corporation shall so provide.

THE UNDERSIGNED, being the incorporator herein above named, for the purpose of forming a Corporation to do business within and without the State of Delaware, and in pursuance of the Delaware General Corporation Law, does hereby make and file this Certificate of Incorporation.

Dated: September 25, 1997

/s/ Kimberly M. Fosterling
Kimberly M. Fosterling

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * * *

WASTE CONNECTIONS OF IDAHO, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,
DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Waste Connections of Idaho, Inc. be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

“The name of this Corporation is Mountain Home Disposal, Inc.”

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Waste Connections of Idaho, Inc. has caused this certificate to be signed by Donald W. Slager, its Executive Vice President, this 12th day of May, 2000.

WASTE CONNECTIONS OF IDAHO, INC.

By: /s/ Donald W. Slager
Donald W. Slager
Executive Vice President

**AMENDED AND RESTATED BYLAWS
OF
WASTE CONNECTIONS OF IDAHO, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF FORMATION
OF
N LEASING COMPANY, LLC

1. Name. The name of the limited liability company is N Leasing Company, LLC.
2. Registered Office and Agent. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.
3. Authorized Person. The name and address of the authorized person is Richard B. Goldstein, Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, New York 10004.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of N Leasing Company, LLC this 14th day of December, 2000.

/s/ Richard B. Goldstein
Richard B. Goldstein
Authorized Person

**CERTIFICATE OF AMENDMENT
OF
N LEASING COMPANY, LLC**

1. The name of the limited liability company is N Leasing Company, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of N Leasing Company, LLC this 15th day of February, 2001.

ALLIED WASTE NORTH AMERICA,
INC., a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm
Vice President, Legal

**STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 03/01/2001
010104719 — 3330091**

Admission of Substituted Member

Reference is made to the Limited Liability Company Agreement of N Leasing Company, LLC, a Delaware limited liability company, dated as of April 30, 2001 (the "Agreement"), by and among American Ref-Fuel Company of Niagara, L.P., a Delaware limited partnership ("Transferor Member") and Allied Waste North America, Inc., a Delaware corporation (the "Manager"). On the date hereof, Transferor Member transferred its Interest (as defined in the Agreement) in N Leasing Company, LLC to BFI Energy Systems of Niagara, Inc., a Delaware corporation and to Browning-Ferris Industries of New York, a New York corporation (each the "Transferee"). Terms not defined herein shall have the meaning given such terms in the Agreement.

Pursuant to Section 10.6 of the Agreement, the Manager hereby consents to the admission of each Transferee to N Leasing Company, LLC and confirms that all requirements set forth in the Agreement for the admission of this substituted member have been complied with or otherwise waived.

The Transferee hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Transferor Member with respect to the Transferred Interest (as defined in the Agreement) set forth therein.

Dated: April 30, 2002

BFI ENERGY SYSTEMS OF NIAGARA, INC.

By: /s/ DALE L. PARKER

Name: DALE L. PARKER

Title: VICE PRESIDENT

BROWNING-FERRIS INDUSTRIES OF NEW YORK, INC.

By: /s/ DALE L. PARKER

Name: DALE L. PARKER

Title: VICE PRESIDENT

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ THOMAS P. MARTIN

Name: THOMAS P. MARTIN

Title: TREASURER

LIMITED LIABILITY COMPANY AGREEMENT

OF

N LEASING COMPANY LLC

By and Among

AMERICAN REF-FUEL COMPANY
OF NIAGARA, L.P.

and

ALLIED WASTE NORTH AMERICA, INC.

as Members,

and Managers

THE INTERESTS (AS DEFINED HEREIN) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER THE INTERESTS NOR ANY BENEFICIAL INTEREST THEREIN MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED (OTHER THAN AS A RESULT OF EXERCISE OF THE PUT OPTION OR THE CALL OPTION (AS DEFINED HEREIN)) EXCEPT UPON DELIVERY TO THE COMPANY OF A TRANSFEROR CERTIFICATE AND A TRANSFEREE CERTIFICATE AS HEREIN PROVIDED AND AS PERMITTED BY THE FOLLOWING SENTENCES. EACH MEMBER (AS DEFINED HEREIN), BY ITS EXECUTION OF THIS AGREEMENT (AS DEFINED HEREIN), REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER ITS INTEREST EXCEPT (A) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE AND, IF REQUESTED BY THE COMPANY UPON DELIVERY OF AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY); (B) TO THE COMPANY OR ITS AFFILIATES; OR (C) PURSUANT TO THE EXERCISE OF THE PUT OPTION OR THE CALL OPTION, AS THE CASE MAY BE, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.

LIMITED LIABILITY COMPANY AGREEMENT

OF

N LEASING COMPANY, LLC

This LIMITED LIABILITY COMPANY AGREEMENT of N Leasing Company, LLC is entered into and shall be effective as of April 30, 2001, by and among American Ref-Fuel Company of Niagara, L.P., a New York limited partnership (the "**Ref-Fuel Company**") and Allied Waste North America, Inc., a Delaware company ("**AWP**"), each of which has executed this Agreement as a Member and as the Manager and the Special purpose Manager, respectively, on the following terms and conditions:

ARTICLE I

THE COMPANY

1.1 Formation.

The Company has been formed on December 14, 2000, upon the filing of the Certificate with the Secretary of State of the State of Delaware. The rights and liabilities of the Members and Managers shall be as provided under the Act, the Certificate and this Agreement.

1.2 Name.

The name of the Company is "**N Leasing Company, LLC**" and all business of the Company shall be conducted in such name. The Manager may change the name of the Company upon ten (10) Business Days notice to the Members; provided that the name of the Company shall not include or be substantially similar to the name of any Member or any Affiliate of any Member.

1.3 Purposes; Powers.

(a) The purposes of the Company are limited solely (i) to acquiring, owning, leasing, managing, conserving, maintaining, protecting, servicing and selling, transferring, pledging or hypothecating or otherwise dispose of investments in Garbage Trucks and Other Assets which, when held by the Company shall be held by the Company solely for lease to third parties, and (ii) to engaging in activities incidental to the purposes set forth in clause (i).

(b) In connection with Section 1.3(a)(i), the Company will enter into binding commitments to purchase assets consistent with the dollar amounts and in service dates shown in Exhibit B.

(c) The Company has the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purposes of the Company set forth in Section 1.3(a) and has, without limitation, any and all powers that may be exercised on behalf of the Company by any Manager pursuant to Article V hereof.

1.4 Principal Place of Business.

The principal place of business of the Company is at 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260. The Manager may change the principal place of business of the Company to any other place upon ten (10) Business Days notice to the Members. The registered office of the Company in the State of Delaware initially is located at Corporation Service Company, 2711 Centerville Road, Wilmington, New Castle County, Delaware 19808.

1.5 Term.

The term of the Company commenced on the date the Certificate is filed in the office of the Secretary of State of the State of Delaware in accordance with the Act and shall continue until the winding up and liquidation of the Company and its business are completed following a Dissolution Event, as provided in Article XII.

1.6 Filings; Agent for Service of Process.

(a) The Certificate of the Company has been filed in the office of the Secretary of State of the State of Delaware in accordance with the Act. The Manager shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of Delaware, including the preparation and filing of such amendments to the Certificate and such other assumed name certificates documents, instruments and publications as may be required by law, including, without limitation, action to reflect a correction of false or erroneous statements in the Certificate or the desire of the Members to make a change in any statement therein in order that it shall accurately represent the agreement among the Members.

(b) The Members and the Manager shall execute and cause to be filed original or amended certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other jurisdictions in which the Company engages in business.

(c) The registered agent for service of process on the Company in the State of Delaware shall be Corporation Service Company, 2711 Centerville Road, Wilmington, New Castle County, Delaware 19808 or any successor as appointed by the Manager.

(d) Upon the dissolution and completion of the winding up and liquidation of the Company in accordance with Article XII, the Manager shall promptly execute and cause to be filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Manager deems such filing necessary or advisable.

1.7 Title to Properties.

All Properties owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such Properties in its individual name, and each Member's interest in the Company shall be personal property for all purposes. At all times after the Effective Date, the Company shall hold title to all of its Properties in the name of the Company and not in the name of any Member.

1.8 Payments of Individual Obligations.

The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be Transferred or encumbered for or in payment of any individual obligation of any Member.

1.9 Independent Activities; Transactions with Affiliates.

(a) The Manager shall be required to devote such time to the affairs of the Company as may be necessary to manage and operate the Company, and the Manager and the Special Purpose Manager shall be free to serve any other Person or enterprise in any capacity whether or not any such activity may be competitive or in conflict with the interests of the Company.

(b) Each Member acknowledges that each Manager, each Member and the Affiliates of each of them are free to engage or invest in an unlimited number of activities or businesses, any one or more of which may be related to the activities or businesses of the Company or competitive or in conflict with the interests of the Company, without having or incurring any obligation to offer any interest in such activities or businesses to the Company or any Member, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member or Manager or their Affiliates from engaging in such activities, or require any Member or Manager to permit the Company or any Manager or Member or its Affiliates to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

(c) To the extent permitted by applicable law and subject to the provisions of this Agreement the Manager is hereby authorized to cause the Company to purchase properties from, sell Properties to or otherwise deal with the Manager acting on its own behalf, any Member or any Affiliate of the Manager or any Member; *provided* (i) any affiliate transaction that relates to purposes set forth in Section 1.3(a)(i) shall be on terms no less favorable to the Company than those that would have been entered into with unrelated third parties; and (ii) any affiliate transactions other than those set forth in clause (i) above, shall not be entered into without the consent of the Special Purpose Manager.

1.10 Definitions.

Capitalized words and phrases used in this Agreement have the following meanings:

“**Accredited Investor**” means a Person that is an “accredited investor” as defined in Rule 501(a)(1), (2) or (3) under Regulation D of the Securities Act.

“**Act**” means the Delaware Limited Liability Company Act, 6 Del. C. § 18-10 1, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“**Adjusted Capital Account Deficit**” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

(ii) Debit to such Capital Account the items described in Sections 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5) and 1.704-1 (b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1 (b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

“**Affiliate**” means, with respect to any Person, an “affiliate” within the meaning of Rule 12b-2 of the Securities Exchange Act of 1934, as amended; provided, however, that unless the context specifically required a contrary interpretation, Ref-Fuel Company shall not be deemed to be an Affiliate of Duke/UAE, Allied or any of their respective Affiliates.

“**Agreement**” means this Limited Liability Company Agreement of N Leasing Company, LLC, as amended, supplemented or otherwise modified from time to time. All references in this Agreement to “**Section**” or “**Sections**”; are to a section or sections of this Agreement unless otherwise specified.

“**Allocation Year**” means (i) the period commencing on the Effective Date and ending on December 31, 2000, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31 or (iii) any portion of the period described in clauses (i) Or (ii) for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article III.

“**Bankruptcy**” means, with respect to any Person, a “**Voluntary Bankruptcy**” or an “**Involuntary Bankruptcy.**” A “**Voluntary Bankruptcy**” means, with respect to any Person (i) an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors, (ii) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any present or future bankruptcy, insolvency or similar statute, law or regulation, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its Properties or (iii) action taken by such Person to authorize any of the actions set forth above. An “**Involuntary Bankruptcy**” means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approval of a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or without the consent or acquiescence of such Person, the entering of an order for relief or the appointment of a trustee, custodian, receiver or other similar official of such Person or of all or any substantial part of the Properties of such Person which order shall not be dismissed within ninety (90) days. The Members hereby agree that this definition shall supersede the definition of “**bankruptcy**” set forth in Section 18-304 of the Act for all purposes of this Agreement.

“**Business Day**” means a day of the year except Saturday, Sunday or any other day On which commercial banks are not required or authorized by law to close in the states of New York, Arizona, New Jersey or Texas.

“**Call Option**” means the “Partnership Call” (as defined in the Second Amended and Restated Partnership Agreement of American Ref-Fuel Company of Niagara, L.P., dated as of April 30, 2001).

“**Capital Account**” means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member’s Capital Account there shall be credited (A) such Member’s Capital Contributions, (B) such Member’s distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 3.3 or Section 3.4, and (C) the amount of any Company liabilities assumed by such Member or which are secured by any Properties distributed to such Member;

(ii) To each Member’s Capital Account there shall be debited (A) the amount of money and the Gross Asset Value of any Properties distributed to such Member pursuant to any provision of this Agreement, (B) the amount of any liabilities of such Member which have been assumed by the Company or which are secured by any properties contributed by the Member to the Company and (C) such Member’s distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 3.3 or Section 3.4;

(iii) In the event all or any portion of an Interest is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred Interest; and

(iv) In determining the amount of any liability for purposes of subparagraph (i) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Manager shall determine that it is necessary to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Members), are computed in order to comply with such Regulations, the Manager may make such modification; provided that it shall not affect the amounts distributable to any Person under this Agreement. The Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company’s balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b); provided that such adjustments under clause (i) or

modifications under clause (ii) shall not affect the amounts distributable to any Person under this Agreement.

“**Capital Contributions**” means, with respect to any Member, the amount of money or the Gross Asset Value of other Property contributed to the Company with respect to the Interest in the Company held or purchased by such Member.

“**Certificate**” means the certificate of formation filed with the Secretary of State of the State of Delaware pursuant to the Act to form the Company, as originally executed and amended, modified, supplemented or restated from time to time, as the context requires.

“**Certificate of Cancellation**” means a certificate filed in accordance with 6 Del. C. 18-203.

“**Code**” means the United States Internal Revenue Code of 1986, as amended from time to time.

“**Company**” means N Leasing Company, LLC and the limited liability company continued hereunder and continuing the business of this Company in the event of dissolution of the Company as herein provided if the Members elect to reconstitute pursuant to Section 12.1(b).

“**Company Minimum Gain**” has the meaning given the term “partnership minimum gain” in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

“**Credit Agreement**” means the Credit Agreement dated as of April 30, 2001, among the Company, the other Credit Parties signatory thereto, GECC, as lender, and as agent for Lenders, and the other Lenders signatory thereto from time to time.

“**Damages**” means any and all judgments, damages or penalties with respect to, or amounts paid in settlement of, claims (including, but not limited to negligence, strict or absolute liability, liability in tort and liabilities arising out of violation of laws or regulatory requirements of any kind), actions, or suits, and, to the extent suffered or incurred in connection with the foregoing, taxes (including, without limitation, taxes on any indemnification payments and including interest, additions to tax and penalties), liabilities, obligations, and reasonable costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses).

“**Debt**” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind (except deposits and advances in the ordinary course of business), (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of Such Person upon which interest charges are customarily paid, (d) all obligations of such

Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (e) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than accounts payable incurred in the ordinary course of business and paid when due), (f) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all Guarantees by such Person, and (h) all other obligations of such Person which have the same effect as any of the foregoing.

“Deemed Refund” has the meaning set forth in Section 7.2(e).

“Depreciation” means, for each Allocation Year, an amount equal to the depreciation amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, except that (x) with respect to any asset whose Gross Asset Value differs from its adjusted tax basis for federal income tax purposes and which difference is being eliminated by use of the “remedial method” defined by Regulations Section 1.704-3(d), Depreciation for such Allocation Year shall be the amount of book basis recovered for such Allocation Year under the rules prescribed by Regulations Section 1.704-3(d)(2), and (y) with respect to any other asset whose Gross Asset Value differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis; *provided, however*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Tax Matters Member.

“Dissolution Event” has the meaning set forth in Section 12.1.

“Economic Interest” means any interest in the capital or profits of the Company (including, without limitation, any Interest) or any financial instrument or contract the value of which is determined in whole or in part by reference to the Company.

“Effective Date” means the date hereof.

“Financing” means the financing transaction contemplated in the Credit Agreement and the Security Agreement.

“Fiscal Year” means (i) the period commencing on the Effective Date and ending on December 31, 2000, (ii) any subsequent twelve-month period commencing on January 1 and ending on December 31 and (iii) the period commencing on the

immediately preceding January 1 and ending on the date on which all the Properties are distributed to the Members pursuant to Section 12.2.

“**GAAP**” means generally accepted accounting principles in effect in the United States of America from time to time.

“**Garbage Trucks**” means the municipal solid waste collection or disposal vehicles (garbage trucks) purchased by the Company from time to time and any replacements or substitutions therefor in accordance with the Lease.

“**GECC**” means General Electric Capital Corporation.

“**Gross Asset Value**” means with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of such asset as determined pursuant to sub-paragraph (iv) below;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined pursuant to sub-paragraph (iv) below, upon admission of a new Member to the Company via a Capital Contribution, upon liquidation of a Member’s Interest, or upon liquidation of the Company within the meaning of Regulations Section 1.704-1 (b)(2)(ii)(g); and

(iii) Except as otherwise provided in subparagraph (ii), the Gross Asset Value of any item of Company assets distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined pursuant to sub-paragraph (iv) below.

(iv) For purposes of this definition, the gross fair market value of any asset shall be equal to (A) if the Members elect to appraise such asset, the fair market value of such asset as determined by appraisal, or (B) for any asset listed below, the original cost of such asset reduced by the economic depreciation of such asset calculated at the specified percentage per month (prorated based on the number of days in such month for calculations made other than on the last day of a month), or for any other asset, the adjusted tax basis of such asset as of the date of determination. For this purpose, the assets subject to economic depreciation and the specified monthly depreciation percentages shall be as follows:

Garbage Trucks	.83%
Commercial Containers and Other Equipment	.83%
Residential Containers and Compactors	1.67%
Yellow Iron	1.04%

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii) or (iii), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“**Indemnified Matter**” has the meaning set forth in Section 7.2(b).

“**Indemnitee**” has the meaning set forth in Section 7.2(b).

“**Indemnitor**” has the meaning set forth in Section 7.2(b).

“**Interest**” means any interest in the Company representing some or all of the Capital Contributions made by a Member, including any and all benefits to which the holder of such an interest may be entitled as provided in this Agreement and to the extent not inconsistent herewith, the Act, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

“**Involuntary Bankruptcy**” has the meaning set forth in the definition of Bankruptcy.

“**Lease**” means the Master Lease Agreement dated as of April 30, 2001 between the Company, as the lessor, and the various subsidiaries of Allied Waste, as the Lessees, as amended, supplemented or otherwise modified from time to time pursuant to Section 5.2, together with all the lease supplements thereunder.

“**Lessee**” shall have the meaning set forth in Exhibit C.

“**Lien**” means any lien, mortgage, deed of trust, encumbrance, pledge, charge, lease, easement, right of others or security interest of any kind, including any thereof arising under conditional sales or other title retention agreements.

“**Liquidation Period**” has the meaning set forth in Section 12.7.

“**Liquidator**” has the meaning set forth in Section 12.9(a).

“**Losses**” has the meaning set forth in the definition of “**Profits**” and “**Losses**”.

“**Manager**” means AWP or any Permitted Transferee of AWP’s entire Interest as a Member as constituted at the time of the Transfer provided that such Permitted Transferee is admitted as a Member pursuant to this Agreement.

“**Material Adverse Effect**” on the Company means an effect on the Company that is materially adverse to the business, operations, properties, assets, financial condition, prospects or results of operations of the Company and its businesses and assets taken as a whole, or on the consummation of the Redemption.

“**Member**” means any Person (i) who is referred to as such in the first paragraph of this Agreement, or who has become a substituted Member pursuant to the terms of this Agreement and (ii) who has not ceased to be a Member. “**Members**” means all such Persons.

“**Member Nonrecourse Debt**” has the same meaning as the term “partner nonrecourse debt” in Section 1.704-2(b)(4) of the Regulations.

“**Member Nonrecourse Debt Minimum Gain**” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

“**Modification**” means, with respect to any Garbage Trucks, Other Assets, or any Part thereof, (a) any addition, alteration, improvement or modification thereto, (b) the addition, betterment or enlargement of any property constituting part of such property or the replacement of any such property with other property, irrespective of whether (i) such replacement property constitutes an enlargement or betterment of the property that it replaces or (ii) the cost of such addition, betterment, enlargement or replacement is or may be capitalized in accordance with GAAP and (c) improvements to the extent constructed as a Modification pursuant to the Lease.

“**Nonrecourse Liability**” has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

“**Other Assets**” means construction equipment (i.e., yellow iron), commercial and residential containers, compactors and other waste management equipment (i.e., trash and/or recyclables balers; service vehicles; pick-up trucks; transfer tractors and trailers; portable toilet trucks; portable toilets; forklifts; bobcats and small loaders; container delivery vehicles; and sweepers) acquired by the Company from time to time and any replacements or substitutions therefor, if applicable, in accordance with the Lease.

“**Parent**” of any Person means any Affiliate of such Person directly or indirectly Controlling such Person.

“**Parts**” means appliances, parts, instruments, appurtenances, accessories and equipment of whatever nature, whether or not constituting Modifications.

“**Percentage Interest**” means, with respect to any Member, the Percentage Interest of such Member as set forth in Section 2.1. In the event all or a portion of an Interest is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the Transferred Interest.

“**Permitted Transfer**” has the meaning set forth in Section 10.2.

“**Permitted Transferee**” has the meaning set forth in Section 10.2.

“**Person**” means any individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, association, nominee or other entity.

“**Prime Rate**” means a per annum rate that equal to the “prime rate” as in effect from time to time as set forth in The Wall Street Journal.

“**Profits**” and “**Losses**” mean, for each Allocation Year, an amount equal to the Company’s taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of “**Profits**” and “**Losses**” shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition of “**Profits**” and “**Losses**” shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Properties with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Properties disposed of, notwithstanding that the adjusted tax basis of such Properties differs from its Gross Asset Value; and

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation.

“Properties” means the Garbage Trucks, Other Assets, Modifications, cash equivalents, cash and all other personal property acquired by the Company and shall include both tangible and intangible property.

“Put Option” means the “Class B Put” (as defined in the Second Amended and Restated Partnership Agreement of American Ref-Fuel Company of Niagara, L.P., dated as of April 30, 2001).

“Reconstitution Period” has the meaning set forth in Section 12.1 (b).

“Redemption” means the redemption by the Ref-Fuel Company of the partner interest of BFI Energy Systems of Niagara, Inc. and Browning-Ferris Industries of New York Inc. in Ref-Fuel Company pursuant to the Second Amended and Restated Partnership Agreement thereof.

“Regulations” means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

“Regulatory Allocations” has the meaning set forth in Section 3.4.

“Responsible Administrative Officers” has the meaning set forth in Section 5.3(c).

“Responsible Participating Officers” has the meaning set forth in Section 5.3 (c).

“Responsible Officers” means the Responsible Administrative Officers and the Responsible Participating Officers.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Security Agreement” means the Security Agreement dated as of April 30, 2001, among H Leasing Company, LLC, E Leasing Company, LLC, N Leasing Company, LLC

and S Leasing Company, LLC, as grantors, and GECC, in its capacity as Agent for Lenders under the Credit Agreement.

“**Special Purpose Manager**” means Ref-Fuel Company or any transferee of Ref-Fuel Company’s entire Interest as a partner in the Company as constituted at the time of the Transfer.

“**Transfer**” means, as a noun, any voluntary or involuntary transfer, sale, pledge or hypothecation or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge or hypothecate or otherwise dispose of.

“**UCC**” means the Uniform Commercial Code as in effect in the states of New York and Delaware from time to time and any other jurisdiction that has adopted similar provisions.

“**Voluntary Bankruptcy**” has the meaning set forth in the definition of “**Bankruptcy**.”

1.11 Other Terms.

Unless the content shall require otherwise:

- (a) Words importing the singular number or plural number shall include the plural number and singular number respectively;
- (b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa;
- (c) Reference to “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation;”
- (d) Reference in this Agreement to “herein,” “hereby” or “hereunder”, or any similar formulation, shall be deemed to refer to this Agreement as a whole, including the Exhibits; and
- (e) Reference to “and” and “or” shall be deemed to mean “and/or.”

ARTICLE II
MEMBERS' CAPITAL CONTRIBUTIONS

2.1 Capital contributions.

The name, address, amount of Capital Contribution, and Percentage Interest of each of the Members is as follows:

Name and Address	Capital Contribution	Percentage Interest
American Ref-Fuel Company of Niagara, L.P. 15990 North Bakers Landing #200 Houston, TX 77079 Attention: William Reynolds Facsimile No.: (281) 649-4815	\$20,943,563	99%

With copies to:
Duke/UAE
c/o United American Energy Corp.
50 Tice Boulevard
Woodcliff Lake, New Jersey 07675
Attention: Donald Krom
Facsimile No.: (201) 307-1020

Allied Waste North America, Inc. 15880 North Greenway—Hayden Loop Suite 100 Scottsdale, Arizona 85260 Attention : General Counsel Facsimile No.: (480) 627-2703	\$ 211,551	1%
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With copies to:
Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10006
Attention: Craig Miller
Facsimile No.: (212) 859-8587

**ARTICLE III
ALLOCATIONS**

3.1 Profits.

After giving effect to the special allocations set forth in Sections 3.3 and 3.4 and subject to Section 3.5, Profits for any Allocation Year shall be allocated to the Members in accordance with their Percentage Interests.

3.2 Losses.

After giving effect to the special allocations set forth in Sections 3.3 and 3.4 and subject to Section 3.5, Losses for any Allocation Year shall be allocated to the Members in accordance with their Percentage Interests.

3.3 Special Allocations.

The following special allocations shall be made in the following order:

(a) **Nonrecourse Deductions.** Notwithstanding any other provision of this Agreement, (i) deductions attributable to Member Nonrecourse Debt, if any, of the Company for each Allocation Year shall be allocated to the Member that bears the economic risk of loss within the meaning of Treas. Reg. 1.704-2(i), and (ii) deductions attributable to Nonrecourse Liabilities of the Company, if any, shall be allocated for each Allocation Year in the same proportion as Profits and Losses for such Allocation Year.

(b) **Minimum Gain Chargeback.** Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Company Minimum Gain during any Allocation Year, each Member shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f) (6) and 1.704-2(j) (2) of the Regulations. This Section 3.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(c) **Member Minimum Gain Chargeback.** Except as otherwise provided in Section 1.7042(i) (4) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year, each Member

who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i) (5) of the Regulations, shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i) (4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i) (4) and 1.704-2(j) (2) of the Regulations. This Section 3.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i) (4) of the Regulations and shall be interpreted consistently therewith.

(d) **Qualified Income Offset.** In the event any Member unexpectedly receives any adjustments allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible; provided that an allocation pursuant to this Section 3.3(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article III have been tentatively made as if this Section 3.3 (c) were not in the Agreement.

(d) **Gross Income Allocation.** In the event any Member has a deficit Capital Account at the end of any Allocation Year which is in excess of the sum of the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(l) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 3.3(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article III have been made as if Section 3.3(c) and this Section 3.3(d) were not in the Agreement.

3.4 Curative Allocations.

The allocations set forth in Sections 3.3(a), 3.3(b), 3.3(c) and 3.3(d) (the **Regulatory Allocations**) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 3.4. Therefore, notwithstanding any other provision of this Article III (other than the Regulatory Allocations), the Tax Matters Member shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines

appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 3.1 and 3.2.

3.5 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Tax Matters Member using any permissible method under Code Section 706 and the Regulations thereunder; provided, however, in the event there is a distribution by Ref-Fuel Company of its Interest pursuant to the Redemption, such allocation for such Allocation Year shall be based on the number of months preceding and succeeding such distribution in such Allocation Year, and if such distribution occurs other than on the first day of a month, such month shall be pro-rated based on the number of days preceding and including the date of the distribution and the number of days following the distribution, excluding, for this purpose, any income, gain, loss or deduction resulting from any transactions occurring in such month outside the ordinary course of business.

(b) The Members are aware of the income tax consequences of the allocations made by this Article III and hereby agree to be bound by the provisions of this Article III in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a) (3), the Members' interests in Company Profits are in proportion to their Percentage Interests.

(d) To the extent permitted by Section 1.704-2(h) (3) of the Regulations, the Tax Matters Member shall endeavor to treat distributions of cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

3.6 Tax Allocations: Code Section 704(c).

(a) Except as otherwise required by Code Section 704(c) and the Regulations thereunder, each item of Company income, gain, loss and deduction shall be allocated for tax purposes to the extent possible, in the same manner as provided in this Article III other than this Section 3.6.

(b) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall, as appropriate, take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in a manner consistent with Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Tax Matters Member as provided in Section 8.3 in any manner that reasonably reflects the purpose and intention of this Agreement.

(c) Allocations pursuant to this Section 3.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

ARTICLE IV DISTRIBUTIONS

4.1 Distributions.

The Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, in such amounts and at such times as the Manager and the Special Purpose Manager shall unanimously agree. Notwithstanding the foregoing, if the period for consummating the Redemption has expired as contemplated by Article XI of the Second Amended and Restated Partnership Agreement of Ref-Fuel Company without the Redemption having occurred, the Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, no later than three business days prior to the date on which any Member (or any member of a Member) is required to make a payment of estimated taxes in respect of any Allocation Year, in an amount equal to the excess of (a) the product of (i) the Company's reasonable estimate of the cumulative amount of Profits (net of any Losses) allocable to the Members for such Allocation Year through the date such estimated taxes are due and (ii) 40% over (b) the amount of any distributions previously made to the Members pursuant to this Section 4.1 in respect of

such Allocation Year. Within five business days after the date the Company's income tax returns are filed for any Allocation Year, the Company shall make a further distribution, if necessary, to the Members, pro rata in accordance with their Percentage Interests, calculated in the same manner as set forth in the preceding sentence, with respect to the amount of Profits (net of Losses) actually allocated to the Members for such Allocation Year as reflected in the filed tax returns.

4.2 Amounts Withheld.

All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts paid or distributed, as the case may be, to the Members with respect to which such amount was withheld pursuant to this Section 4.2 for all purposes under this Agreement. The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Members, and to pay over to any federal, state and local government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

4.3 Limitations on Distributions.

(a) The Company shall make no distributions to the Members except as provided in this Article IV and Article XII.

(b) A Member may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than any liability to Members on account of their Capital Contributions, would exceed the fair value of the Company's assets.

**ARTICLE V
MANAGEMENT**

5.1 The Manager.

(a) Except as otherwise provided in Sections 5.2 and 5.3, the Members intend that the Company be managed by the Manager in accordance with Section 18-402 of the Act and with the provisions of this Agreement.

(b) Subject to any restrictions set forth in this Agreement, the Members hereby delegate all powers to operate and manage the business and affairs of the Company and to bind the Company to, and all such powers shall be exclusively vested in, the Manager and

the Manager may exercise all such powers of the Company and do all such lawful acts as are not by statute, the Certificate or this Agreement directed or required to be exercised by the Members and in so doing shall have the right and authority to take all actions which the Manager deems necessary, useful or appropriate for the management and conduct of the business and affairs of the Company, including, without limitation:

(i) all actions and activities relating to the conduct of the Company's business and affairs;

(ii) the preparation of the Company's books, records, financial statements;

(iii) reports described in Article VIII;

(iv) any action required by Section 1.6;

(v) any termination, modification, amendment, supplementation or other change of the Credit Agreement and the Security Agreement;

(vi) the supplementation of the Lease to add additional Garbage Trucks or Other Assets to the equipment or other properties leased thereunder on terms and conditions no less favorable to the Company than those provided by the Lease as the date hereof; and

(vii) investment of any cash not distributed to the Members in cash equivalents and sale of any investments in cash equivalents for the purpose of making distributions under this Agreement.

(c) The Manager may, from time to time, appoint one or more individuals to be officers of the Company. The Manager shall have the power to delegate the authority granted to it pursuant to this Section 5.1 to such officers, employees, agents and representatives of the Company as it may from time to time deem appropriate. Any delegation of authority to take any action must be approved in the same manner as would be required for the Manager to approve such action directly. The Manager may, if it wishes, appoint the following officers: a President, one or more Vice-Presidents, a Secretary, a Treasurer and may appoint other officers (including one or more Assistant Treasurers and one or more Assistant Secretaries) as may be necessary or desirable for the business of the Company. Any two or more offices may be held by the same person. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as provided in this section 5.1(c). The salaries or other compensation, if any, of the officers of the Company shall be fixed from time to time by the Manager. Any officer of the Company may be removed, either with or without cause, at any time, by the Manager.

(d) The Manager shall perform its duties under this Agreement in a manner it believes to be in the best interests of the Company, and shall be under no fiduciary duty to the Members, the Special Purpose Manager, any creditor of the Company or any other Person. A Person who so performs its duties shall not have any liability by reason of being or having been a Manager of the Company, the Liquidator or the Tax Matters Member.

(e) The Manager shall not be liable under a judgment, decree or order of a court or in any other manner for the debts, obligations or liabilities of the Company.

5.2 Restrictions on Authority of the Manager.

Except as otherwise provided in this Agreement, without the consent of both the Manager and the Special Purpose Manager, the Manager shall not have the authority to, and covenants and agrees that it shall not:

- (a) Do any act in contravention of this Agreement or, when acting on behalf of the Company, engage in activities inconsistent with the purposes of the Company;
- (b) Do any act which would make it commercially unreasonable to carry on the ordinary business of the Company, and the Manager shall not be required to do any such act otherwise required to be done by it pursuant to this Agreement without the consent of all of the Members;
- (c) Possess Properties, or assign rights in specific Property, for other than a Company purpose;
- (d) Perform any act that would, to the Manager's knowledge, subject any Member to liability in any jurisdiction for the debts or obligations of the Company;
- (e) Cause the Company to voluntarily take any action with respect to the Company described in clauses (i), (ii) or (iii) of the definition of Voluntary Bankruptcy in Section 1.10;
- (f) Cause or permit the Company to incur, assume or obligate itself by contract for any Debt, except for Debt incurred under the Credit Agreement;
- (g) Cause or permit the Company to acquire, by purchase any assets other than Garbage Trucks, Other Assets and Modifications and other personal property that is necessary to carry out the purposes of the Company as set forth in Section 1.3;
- (h) Cause the Company to voluntarily dissolve;

- (i) Sell, abandon or dispose of all or substantially all of the assets of the company;
- (j) Cause the Company to change its Fiscal Year or method of accounting, unless such change is required by GAAP, the Code or Regulations thereunder;
- (k) Cause or permit the admission of any Member to the Company other than pursuant to Article X;
- (l) Cause the Company to fail to be taxable as a partnership for federal income tax purposes or to take a position inconsistent with such treatment except as required by law;
- (m) Cause or permit the Company to legally merge or consolidate with or into any Person;
- (n) Cause the Company to acquire any debt or equity securities of any Member or Affiliate of any Member or otherwise lend funds to any such Person;
- (o) Cause the Company to sell, lease or distribute any asset other than in accordance with the Lease or in the course of the liquidation of the Company;
- (p) Cause the Company to incur any capital expenditures other than in connection with the purchase of Garbage Trucks, Other Assets, the procurement of Modifications thereof and other personal property that is necessary to carry out the purposes of the Company as set forth in Section 1.3;
- (q) Except Liens arising under the Security Agreement and applicable laws, mortgage, hypothecate or cause the creation of any consensual lien on, or security interest in, the Properties;
- (r) Except as otherwise required by GAAP, cause the Company to take any position in its books and records with respect to the Garbage Trucks, the Other Assets and Modifications that is inconsistent with the treatment of the Lease as an "operating lease" for tax and financial reporting purposes;
- (s) Agree to the form of the Lease (other than substantially in the form of Exhibit C hereto consistent with the financial model previously prepared by affiliates of the parties), or once the form of the Lease has been approved, agree to any material modifications to the Lease or change the lease rate from that shown on Exhibit C;
- (t) Agree to any material modification to the Allied Finance documents (as such term is defined in the Credit Agreement) that would have a material adverse effect

on any Member (other than the Manager or any other Affiliate of Allied Waste) without the consent of such adversely affected Member;

(u) Cause any Garbage Trucks, Other Assets or Modifications to be acquired by the Company unless simultaneously with such acquisition, such assets are to be leased to a third party pursuant to the Lease; or

(v) Cause any Other Property consisting of real property, including buildings and fixtures, to be acquired by the Company.

5.3 Special Provisions Following Occurrence of Bankruptcy of Manager.

Notwithstanding anything contained in this Agreement to the contrary, following the occurrence of a Bankruptcy of the Manager or any Affiliate of the Manager, all actions that the Manager would be otherwise authorized to take under this Agreement shall require prior written consent of the Special Purpose Manager. Such consent shall be given in the form of general authority to take actions with a specified scope of authority.

5.4 Duties and Obligations of the Manager and the Special Purpose Manager.

(a) The Manager and the Special Purpose Manager shall cause the Company to conduct its business and operations separate and apart from that of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, including, without limitation, (i) segregating Company assets and not allowing funds or other assets of the Company to be commingled with the funds or other assets of, held by, or registered in the name of, any Member, the Manager, the Special Purpose Manager or any of their Affiliates, (ii) maintaining books and financial records of the Company separate from the books and financial records of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to authorization of the Members as required under this Agreement, (iii) causing the Company to pay its liabilities only from available assets of the Company, and (iv) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.

(b) The Manager shall take all actions which may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Delaware and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged, and (ii) subject to the other terms and conditions of this Agreement and expressly without any obligation to make capital contributions except as specified in Section 2.1, for the accomplishment of the

Company's purposes, including the acquisition, maintenance, preservation, and operation of properties in accordance with the provisions of this Agreement and applicable laws and regulations.

(c) On the Effective Date, the Manager and the Special Purpose Manager shall each provide to the Company a written statement naming those of its officers that will be responsible for the management and operations of the Company delegated to it in accordance with this Article V (such individuals, if appointed by the Manager, the "**Responsible Administrative Officers**" and if appointed by the Special Purpose Manager, the "**Responsible Participating Officers**"), until such time as the Manager or the Special purpose Manager has provided to the Company another written statement naming other officers as Responsible Officers, and the Manager and the Special Purpose Manager each hereby covenant and agree that its Responsible Officers shall maintain the separateness of the Company's operations and otherwise comply with all of the terms of this Agreement. On the Effective Date, the initial Responsible Administrative Officers shall be as follows: Don W. Slager, President; Jeffrey Hughes, Vice-President; Jo Lynn White, Secretary; Jenny L. Apker, Assistant Secretary; Thomas P. Martin, Treasurer. The initial Responsible Administrative Officers shall hold office unless and until such time as the Manger has provided the Company with a written statement naming other officers as Responsible Administrative Officers in accordance with this Article V.

(d) The Manager shall notify the Members of the occurrence of any Dissolution Event described in Section 12.1 or any event which with notice or lapse of time or both would constitute a Dissolution Event (other than the event described in Section 12.1 (a)(i)) and the action which the Manager has taken or proposes to take with respect thereto, promptly, but no later than ten (10) Business Days, after any Responsible Administrative Officer has actual knowledge of such occurrence.

(e) All distributions or payments of cash to the Members pursuant to any provision of this Agreement shall be made by wire transfer of immediately available funds, no later than 1:00 p.m., Eastern Standard Time, on the day of distribution or payment, and, at the time of any such distribution or payment, the Manager shall provide to the Members a notice identifying the nature of the distribution or payment, the Section or Sections of this Agreement pursuant to which it is being made and the amount being distributed or paid pursuant to each such Section.

5.5 Management Fee/Expenses.

(a) Neither the Manager nor the Special Purpose Manager shall receive any management or other fee or salary for services rendered to the Company, or

reimbursement of any costs and expenses incurred in connection therewith, except as permitted pursuant to Section 1.9 (c) or as provided in Section 5.5(b).

(b) The Manager and the Special Purpose Manager shall each be entitled to current reimbursement out of Company assets for all reasonable costs and expenses incurred by it when acting for or on behalf of the Company and in accordance with the terms of this Agreement specifically including, but not limited to, all salaries and related expenses of its employees performing authorized services for the Company. The Manager shall be entitled to an annual fee in the amount of \$100,000, payable quarterly in advance, for accounting and administrative services.

ARTICLE VI
ROLE OF MEMBERS

6.1 Rights or Powers.

Except as provided in this Agreement, the Members, in their capacities as members of the Company, hereby agree not to exercise any right or power to take part in the management of the Company or its business and affairs or to act for or bind the Company in any way. Notwithstanding the foregoing, the Members have all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act.

6.2 Meetings of the Members.

(a) Meetings of the Members may be called upon the written request of any Manager or Member. The call shall state the location of the meeting and the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than one (1) Business Day nor more than thirty (30) days prior to the date of such meeting. Members may vote in person, by proxy or by telephone at such meeting and may waive advance notice of such meeting. Whenever the vote or consent of Members is permitted or required under this Agreement, such vote or consent may be given at a meeting of the Members or may be given in accordance with the procedure prescribed in this Section 6.3.

(b) Each Member may authorize any Person or Persons to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy prior to its exercise shall be revocable at the pleasure of the Member executing it.

(c) Each meeting of the Members shall be conducted by the Member or Manager calling the meeting.

(d) Notwithstanding this Section 6.3, the Company may take any action contemplated under this Agreement as approved by the consent of the Members, such consent to be provided in writing, or by telephone or facsimile, if such telephone conversation or facsimile is followed by a written summary of the telephone conversation or facsimile communication sent by registered or certified mail, postage and charges prepaid, addressed as described in Section 13.1 hereof, or to such other address as such Person may from time to time specify by notice to the Members and the Manager.

6.3 Withdrawal/Resignation.

Except as otherwise provided in Article IV and Article XII, no Member shall demand or receive a return on or of its Capital Contributions or withdraw from the Company without the consent of both the Manager and the Special Purpose Manager. Except as otherwise provided in the Act or this Agreement, upon resignation, any resigning Member is entitled to receive only the distribution to which he is entitled under this Agreement, which shall be equal to the fair value of its Interest in the Company as of the date of resignation.

6.4 Member Compensation.

No Member shall receive any interest, salary or draw with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company, or otherwise, in its capacity as a Member, except as otherwise provided in this Agreement.

6.5 Members Liability.

No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company and each Member shall be liable only to make its Capital Contributions and shall not be required to restore a deficit balance in its Capital Account or to lend any funds to the Company or, after its Capital Contributions have been made pursuant to Article II, to make any additional contributions, assessments or payments to the Company; provided that a Member may be required to repay distributions made to it as provided in Section 18-607 of the Act. None of the Members, the Manager or the Special Purpose Manager shall have any personal liability for the repayment of any Capital Contributions of any Member.

6.6 Partition.

While the Company remains in effect or is continued, each Member agrees and waives its rights to have any Properties partitioned, or to file a complaint or to institute any suit, action or proceeding at law or in equity to have any Properties partitioned, and each Member, on behalf of itself, its successors and its assigns hereby waives any such right.

6.7 Transactions Between a Member and the Company.

Except as otherwise provided by applicable law and subject to Section 5.2, any Member may, but shall not be obligated to, transact business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member. A Member, any Affiliate thereof or an employee, stockholder, agent, director or officer of a Member or any Affiliate thereof, may also be an employee or be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in such Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of such Member.

6.8 Other Instruments.

Each Member hereby agrees to execute and deliver to the Company promptly after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Manager reasonably deems necessary, useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement.

6.9 Other Covenants.

Each Member hereby agrees:

- (a) To maintain books and records separate from the Company;
- (b) Not to commingle assets with those of the Company;
- (c) Not to conduct its own business in the name of the Company;
- (d) To maintain separate financial statements from those of the Company;
- (e) Not to pay its own liabilities out of the funds of the Company;
- (f) To observe all corporate, partnership or limited liability company (as applicable) formalities;

- (g) Not to pay the salaries of its own employees with funds of the Company;
- (h) Not to guarantee or become obligated for the debts of the Company or hold out its credit as being available to satisfy the obligations of the Company;
- (i) To maintain office space separate from the Company;
- (j) To use stationery, invoices, and checks separate from those of the Company;
- (k) Not to pledge its assets for the benefit of the Company;
- (l) To hold itself out as a separate entity from the Company;

(m) Except as otherwise permitted by this Agreement, not to (i) take any action to file a certificate of dissolution or its equivalent with respect to itself, (ii) exercise any power under the Act to dissolve the Company, and (iii) petition for judicial dissolution of the Company; and

(n) To file all of its income tax returns in a manner consistent with its status as a partner of the Company for income tax purposes, unless otherwise specifically required by applicable law, including relevant judicial or administrative interpretations thereof.

Notwithstanding the foregoing, the execution, delivery and performance of the Lease is not a violation of this Agreement.

ARTICLE VII INDEMNIFICATIONS

7.1 Indemnification of the Company, the Managers and the Members.

(a) Unless otherwise provided in Section 7.1(c), the Company, its receiver or its trustee (in the case of its receiver or trustee, to the extent of Properties) shall indemnify, save harmless, and pay all Damages of the Manager, the Special Purpose Manager and any Member or any stockholders, directors, members, officers, employees or agents of any of them relating to any Damages incurred by reason of any act performed or omitted to be performed by such Manager or such Member or any stockholders, directors, members, officers, employees or agents of any of them in connection with the business of the Company, including reasonable attorneys' fees incurred by such Manager or such Member or any stockholder, director, member, officer, employee or agent of any of them in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred.

(b) Unless otherwise provided in Section 7.1(c), in the event of any action by a Member against any Manager or any stockholder, director, member, officer, employee or agent of any Manager, including a Company derivative suit, the Company, its receiver or its trustee (in the case of its receiver or trustee, to the extent of Properties) shall indemnify, save harmless, and pay all Damages of such Person, including reasonable attorneys' fees incurred in the defense of such action; provided that such Person shall provide an undertaking to repay the indemnification payment made by the Company to such Person pursuant to this Section 7.1(b) if such Person is found by a final nonappealable judgment not to be entitled to indemnification.

(c) Notwithstanding the provisions of Sections 7.1(a) and 7.1(b), (i) such Sections shall be enforced only to the maximum extent permitted by law and (ii) no Member or Manager shall be indemnified from any liability for its fraud, willful misconduct or gross negligence.

(d) The obligations of the Company set forth in this Section 7.1 are expressly intended to create third party beneficiary rights in favor of any Manager and any stockholder, director, member, officer, employee or agent of any Manager or any Member and any Member is authorized, on behalf of the Company, to give written confirmation to any such Person of the existence and extent of the Company's obligations to such Person hereunder.

7.2 Indemnification Procedures.

(a) In the event any claim is made by a third party against any Manager, any Member, the Liquidator, or any stockholder, officer, member, director, agent, employee, successor or assign of any of them, with respect to an actual or potential liability for which any such Person is otherwise entitled to be indemnified under any provisions of Section 7.1(a), 7.1(b) and 12.9(c), and any such Person wishes to be indemnified with respect thereto, such Person shall observe the procedures set forth below in Section 7.2.

(b) A party entitled to indemnification pursuant to Article VII (an "**Indemnitee**") shall give the party obligated to provide indemnification (the "**Indemnitor**") notice in writing of any claim or other matter as to which indemnification will be sought (an "**Indemnified Matter**") as promptly as is reasonably practicable after the Indemnitee becomes aware of the Indemnified Matter and shall thereafter keep the Indemnitor reasonably informed with respect thereto; provided that failure of the Indemnitee to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder, except to the extent that the Indemnitor is materially prejudiced by such failure. The Indemnitor shall be entitled to assume the defense or handling of such Indemnified Matter by giving written notice of its intention to do so to the Indemnitee within 30 days after receipt of the notice, with counsel reasonably satisfactory to the Indemnitee at the Indemnitor's own expense, and the Indemnitee shall

cooperate with the Indemnitor, at the Indemnitor's expense, in any such action. If the Indemnitor shall assume the defense of such Indemnified Matter, it shall not settle such Indemnified Matter unless such settlement includes as an unconditional term thereof the giving by the claimant or the plaintiff of a full, general release of the Indemnitee, reasonably satisfactory to the Indemnitee, from all liability with respect to such Indemnified Matter. As long as the Indemnitor is contesting any such Indemnified Matter in good faith and on a timely basis, the Indemnitee shall not pay or settle any claims relating to the Indemnified Matter. Notwithstanding the assumption by the Indemnitor of the defense or handling of any Indemnified Matter as provided in this Section 7.2 (b), the Indemnitor shall thereafter consult with the Indemnitee upon its reasonable request from time to time with respect to such Indemnified Matter. The Indemnitee shall be permitted to join in the defense or handling of such Indemnified Matter and to employ counsel at its own expense; provided, however, that if the defendants or potential defendants or obligors in connection with any Indemnified Matter shall include both an Indemnitor and an Indemnitee, and such Indemnitee shall have reasonably concluded that counsel selected by the Indemnitor has a conflict of interest because of the availability of different or additional defenses to such Indemnitee, such Indemnitee shall have the right to select separate counsel to participate in the defense or handling of such Indemnified Matter on its behalf, the reasonable fees and expenses of which shall be borne by the Indemnitor.

(c) If the Indemnitor shall fail to notify the Indemnitee of its desire to assume the defense or handling of any such Indemnified Matter within the prescribed period of time, or shall notify the Indemnitee that it will not assume the defense or handling of any such Indemnified Matter, then the Indemnitee may assume the defense or handling of any such Indemnified Matter, in which event it may do so in such manner as it may deem appropriate, and the Indemnitor shall be bound by any determinations made in connection with such Indemnified Matter or any settlement thereof effected by the Indemnitee, unless the Indemnitor shall, within 20 days after notice of the proposed terms of such determination or settlement, object to such determination or settlement, as the case may be, and agree to pay all reasonable costs and expenses of the Indemnitee in connection with the Indemnitee's defense of such Indemnified Matter, in which case the Indemnitor shall not be bound by any such determination or settlement effected without its consent, so long as the Indemnitor promptly pays such costs and expenses as incurred by the Indemnitee. The failure or election of the Indemnitor to assume the defense or handling of any such Indemnified Matter shall not be deemed a concession that it is required to indemnify the Indemnitee for the subject matter of such Indemnified Matter. The Indemnitor shall be permitted to join in the defense or handling of such Indemnified Matter and to employ counsel at its own expense.

(d) Amounts payable by the Indemnitor to the Indemnitee in respect of any Indemnified Matter for which such party is entitled to indemnification hereunder shall accrue interest at the prime rate (as set forth from time to time in the Wall Street Journal)

plus 3% per annum from and including the date such Losses are incurred to but not including the date of payment or satisfaction of such Losses (with appropriate proration for periods of less than one year).

ARTICLE VIII
ACCOUNTING, BOOKS AND RECORDS

8.1 Accounting, Books and Records.

(a) The Company shall keep at its principal place of business each of the following:

(i) Separate books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company and the operation of its business in accordance with this Agreement;

(ii) A current list of the full name and last known business, or mailing address of each Member and each Manager, both past and present;

(iii) A copy of the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(iv) Copies of the Company's federal, state, and local income tax returns and reports, if any, for each year since the Effective Date;

(v) Copies of this Agreement;

(vi) Copies of any writings permitted or required under Section 18-502 of the Act regarding the obligation of a Member to perform any enforceable promise to contribute cash as consideration for such Member's Interest; and

(vii) Any written consents obtained from Members pursuant to Section 18-302 of the Act regarding action taken by Members without a meeting.

(b) The Company shall use the accrual method of accounting in preparation of its financial reports and for tax purposes and shall keep its books and records accordingly.

(c) All amounts payable under any agreement other than this Agreement between the Company on the one hand and the Members or their Affiliates on the other hand shall be treated as occurring between the Company and a Person who is not a "**partner**" within the meaning of Section 707(a)(1) of the Code and such amounts payable

by the Company to any Member or its Affiliates shall be considered an expense or capital cost, as the case may be, of the Company for income tax and financial reporting purposes, and shall not be considered a distribution to such Member including, without limitation, in maintaining such Member's Capital Account, and any such amounts payable by any Member or its Affiliates to the Company shall not be considered a contribution to the Company, including, without limitation, in maintaining such Member's Capital Account.

(d) Any Member or its designated representative has the right to have reasonable access to and inspect and copy the contents of the books or records of the Company and shall also have reasonable access during normal business hours to such additional financial information, documents, books and records as are in the possession of the Company. The rights granted to a Member pursuant to this Section 8.1(d) are expressly subject to compliance by such Member with the safety, security and confidentiality procedures and guidelines of the Company, as such procedures and guidelines may be established from time to time.

(e) The Company's accountants shall be Arthur Andersen, 501 North 44th Street, Suite 300, Phoenix, Arizona 85008 unless the Manager and the Special Purpose Manager agree to use other accountants, which other accountants must be nationally recognized independent certified public accountants.

8.2 Reports.

(a) **In General.** The Manager shall be responsible for causing the preparation of financial reports of the Company and the coordination of financial matters of the Company with the Company's accountants.

(b) **Periodic and Other Reports.** The Manager and the Special Purpose Manager, as the case may be, shall cause to be delivered to each Member the financial statements, reports and certificates stated below, prepared, where applicable (other than with respect to Members' Capital Accounts, which shall be prepared in accordance with this Agreement), in accordance with GAAP consistently applied, and such other reports as any Member may reasonably request from time to time; *provided* that, such other reports shall be provided at such requesting Member's sole cost and expense unless (x) the information provided therein is needed by the requesting Member in order to comply with any law or regulations of any governmental or regulatory agency, (y) the Manager elects within thirty (30) days of such request to pay the cost of providing such reports, or (z) the requested report was furnished to the Company by the Lessee or was otherwise prepared by the Manager in its capacity as the Manager.

(i) As soon as practicable following the end of each Fiscal Year (and in any event not later than one hundred twenty (120) days after the end of such Fiscal

Year), a statement of the Members' Capital Accounts and changes therein during such Fiscal Year;

(ii) As soon as practicable and in any event within 120 days after the end of each fiscal year of the Company, a balance sheet or equivalent statement of financial position of the Borrower as at the end of such fiscal year and the related statement of income, changes in Members' Capital Accounts and statement of cash flows for such fiscal year, all presented in accordance with GAAP. If a Member so requests, such financial statements shall be audited by a firm of independent certified public accountants selected by the Members. All costs of preparation and distribution of such reports and the costs of the audit shall be borne by the Company;

(iii) As soon as practicable and in any event within 20 days after the end of each month, a report on investments in Garbage Trucks and Other Assets as of the end of such month;

(iv) As soon as available and in any event within 45 days after the end of each quarter, an unaudited balance sheet of the Company as of the end of such quarter and the related statement of income and changes in Members' Capital Accounts and statement of cash flow for such quarter;

(v) Within five days after the Manager obtains knowledge of the occurrence of any event that (x) is out of the ordinary course of business for the Company or (y) has or is reasonably likely to have a Material Adverse Effect on the Company, the Manager shall inform all the Members of such event by providing a report setting forth the detail of such event, and any actions, if applicable, that are being taken or have been proposed to be taken with respect thereto.

(vi) At such time as distributions are made to the Members pursuant to Article XII following the occurrence of a Dissolution Event, (A) a balance sheet of the Company as of such time setting forth the Gross Asset Values of the Properties as adjusted pursuant to clause (ii) of the definition "**Gross Asset Value**" in Section 1.10 and (B) a statement of the Members' Capital Accounts and changes therein for the Fiscal Year then ended, including a statement of the amount of gain or loss, if any, realized on the sale or disposition or deemed to be realized on the adjustment to the Gross Asset Value of each Garbage Truck, Other Assets and Modifications thereof, if any, as of such time, together with appropriate notes to such financial statements and supporting schedules, all of which shall be audited and certified by the Company's accountants not later than seventy-five (75) days after the date on which such liquidating distributions are made.

8.3 Tax Matters.

(a) **Tax Elections.** The Tax Matters Member shall be permitted to, without any further consent of the Members being required (except as specifically required herein) but after first obtaining the prior written consent of the Special Purpose Manager, make any and all elections at its sole discretion for federal, state and local tax purposes; provided, however, the Special Purpose Manager shall receive the written consent of the Ref-Fuel Company with respect to the method of tax depreciation to be used by the Company. The Members may agree as to the allocation of such Member's right with respect to the allocation of duties, responsibilities and control over tax matters. Notwithstanding the foregoing, the Tax Matters Member shall not make the election under Treasury Regulations Section 301.7701-3(c) (or any successor provision thereto) for the Company to be classified other than as a partnership for federal income tax purposes. The Manager is specifically authorized to act as the "**Tax Matters Member**" under the Code and in any similar capacity under state or local law.

(b) **Tax Returns.** The Tax Matters Member shall be responsible for managing the preparation and filing of all federal, state and local tax returns and information reports of the Company and shall sign such returns and reports on behalf of the Company. The Tax Matters Member shall cause all such federal, state and local tax returns to be prepared in a manner consistent with the Company having the status of a partnership for income tax purposes, and such returns shall be prepared consistently with the terms of this Agreement, in each case unless otherwise specifically required by applicable law, including relevant judicial or administrative interpretations thereof. In connection therewith, the Special Purpose Manager and the Members shall furnish the Tax Matters Member with all information reasonably necessary for the preparation of such returns and reports and shall prepare (or cause to be prepared) such returns and reports in a timely manner as directed by the Tax Matters Member, with all tax elections and determinations relating to such returns and reports to be made as provided in Section 8.3 above. The Special Purpose Manager shall have the opportunity to review each tax return before such return is filed.

(c) **Tax Information.** Necessary tax information, including, without limitation, all Company tax returns and related schedules, shall be delivered to each Member as soon as practicable after the end of each Fiscal Year of the Company but not later than five (5) months after the end of each Fiscal Year.

**ARTICLE IX
AMENDMENTS**

9.1 Amendments.

Amendments to this Agreement may be proposed by the Manager or any Member. Following such proposal, the Manager shall submit to the Members a verbatim statement of any proposed amendment, providing that counsel for the Company shall have approved of the same in writing as to form, and the Manager shall include in any such submission a recommendation as to the proposed amendment. The Manager shall seek the written vote of the Members and Managers on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. A proposed amendment shall be adopted and be effective as an amendment hereto if it receives the affirmative vote of all of the Members (and, in the case of any amendment that increases a Manager's duties and/or obligations under this Agreement, such Manager).

**ARTICLE X
TRANSFERS**

10.1 Restrictions on Transfers.

Except as otherwise permitted by this Agreement, no Member shall Transfer all or any portion of its Interest.

10.2 Permitted Transfers.

(a) **AWP.** Subject to the conditions and restrictions set forth in Section 10.3, AWP and any of its successors or transferees may at any time Transfer all or any portion of its Interest to (a) any of its Affiliate, or (b) any Person approved by all of the Members.

(b) **Ref-Fuel Company.** Subject to the conditions and restrictions set forth in Section 10.3, Ref-Fuel Company and any of its successors or transferees may at any time Transfer all or any portion of its Interest to (a) AWP or any affiliate of AWP or (b) any Person approved by all of the Members.

(c) Notwithstanding of Sections 10.2(a) and 10.2(b) above, no Transfer shall be made by any Member if such Transfer will prevent or otherwise impede the exercise of the Call Option or Put Option, as the case may be. Notwithstanding anything to the contrary, exercise of the Call Option or Put Option shall be permitted.

Any Transfer permitted by this Section 10.2 shall be referred to in this Agreement as a **“Permitted Transfer”**, and the Person to which the Interest is transferred shall be a **“Permitted Transferee.”**

10.3 Conditions to Permitted Transfers.

Except for Transfers pursuant to the Call Option or the Put Option, a Transfer shall not be treated as a Permitted Transfer under Section 10.2 hereof unless and until the following conditions are satisfied:

(a) The transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may reasonably be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Article X. In addition, the Company shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) The transferor and transferee shall furnish the Company with the transferee’s taxpayer identification number, sufficient information to determine the transferee’s initial tax basis in the Interest transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Interest until it has received such information.

(c) Except in the case of a Transfer to an Affiliate of Ref-Fuel Company or AWP, the successors or transferees of either of them and their transferees shall execute certificates substantially similar to the certificates (the **“Form Transferor Certificate”** and the **“Form Transferee Certificate”**) attached hereto as Exhibit A-1 and Exhibit A-2, respectively.

(d) Immediately following such Transfer, at least one Person other than a state or any political subdivision thereof, will be a Member of the Company owning a capital and profits interest therein.

10.4 Prohibited Transfers.

Any purported Transfer of any Interests that is not a Permitted Transfer shall be null and void and of no force or effect whatever; *provided* that, if the Company is required to recognize a Transfer that is not a Permitted Transfer, the Interests Transferred shall be strictly limited to the transferor’s rights to allocations and distributions as provided by this Agreement with respect to the transferred Interests, which allocations

and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Interest may have to the Company.

In the case of a Transfer or attempted Transfer of Interests that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Member from all Damages that any of such indemnified Member may incur (including, without limitation, incremental tax liabilities, lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.5 Rights of Unadmitted Assignees.

A Person who acquires a Interest but who is not admitted as a substituted Member pursuant to Section 10.6 hereof shall be entitled only to allocations and distributions with respect to such Interest in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

10.6 Admission of Substituted Members.

Subject to the other provisions of this Article X, a transferee of a Interest may be admitted to the Company as a substituted Member only upon satisfaction of the conditions set forth in this Section 10.6:

- (a) The Interest with respect to which the transferee is being admitted was acquired by means of a Permitted Transfer;
- (b) The transferee (other than a transferee that was a Member prior to the Transfer) shall, by written instrument in form and substance reasonably satisfactory to the Manager (and, in the case of clause (ii) below, the transferor Member), (i) become a party to this Agreement and (ii) assume the obligations of the transferor Member under this Agreement with respect to the Transferred Interest;
- (c) The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transferred Interest; and
- (d) If required by the Manager, the transferee (other than a transferee that was a Member prior to the Transfer) shall deliver to the Company evidence of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement, and the transferee and transferor shall each execute and deliver such other instruments as the Manager reasonably deems necessary or appropriate to effect,

and as a condition to, such Transfer, including amendments to the Certificate or any other instrument filed with the State of Delaware or any other state or governmental authority.

10.7 Distributions and Allocations in Respect of Transferred Interests.

If any Interests are Transferred during any Allocation Year in compliance with the provisions of this Article X, Profits, Losses, each item thereof, and all other items attributable to the Transferred Interests for such Allocation Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Percentage Interests during the Allocation Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Tax Matters Member. Except as provided in Section 4.2, all distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations, the Company shall recognize such Transfer not later than the end of the calendar month during which it is given notice of such Transfer; provided that, if the Company is given notice of a Transfer at least ten (10) Business Days prior to the Transfer, the Company shall recognize such Transfer as of the date of such Transfer, and *provided* further that if the Company does not receive a notice stating the date such Interest has been Transferred and such other information as the Tax Matters Member may reasonably require within thirty (30) days after the end of the Allocation Year during which the Transfer has occurred, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, is the owner of the Interest on the last day of such Allocation Year. Neither the Company nor any Manager or Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 10.7, whether or not the Manager, the Tax Matters Member or the Company has knowledge of any Transfer of ownership of any Interest.

ARTICLE XI

[Intentionally deleted]

ARTICLE XII

DISSOLUTION AND WINDING UP

12.1 Dissolution Events.

(a) **Dissolution.** The Company shall dissolve and shall commence winding up and liquidating upon the first to occur of any of the following (each a “*Dissolution Event*”):

- (i) The Bankruptcy of the Company;
- (ii) The sale of all or substantially all of the Properties;
- (iii) The unanimous vote of the Members to dissolve, wind up, and liquidate the Company; or
- (iv) The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company or the Delaware Court of Chancery has entered a decree pursuant to Section 18-802 of the Act, and such decree has become final.

The Members hereby agree that, notwithstanding any provision of the Act, the dissolution, retirement, resignation, expulsion or Bankruptcy of any Member as a Member or the transferees of either of them, shall not constitute a Dissolution Event or otherwise result in the dissolution of the Company and the Company shall not dissolve prior to the occurrence of a Dissolution Event.

(b) **Reconstitution.** If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Dissolution Event, then within ninety (90) days after such determination (the "**Reconstitution Period**"), the Members may elect to reconstitute the Company and continue its business on the same terms and conditions set forth in this Agreement by forming a new limited liability company on terms identical to those set forth in this Agreement. Unless such an election is made within the Reconstitution Period, the Company shall liquidate and wind up its affairs in accordance with Section 12.2. If such an election is made within the Reconstitution Period, then:

(i) The reconstituted limited liability company shall continue until the occurrence of a Dissolution Event as provided in Section 12.1(a); and

(ii) Unless otherwise agreed to by all of the Members, the Certificate and this Agreement shall automatically constitute the Certificate and Agreement of such new Company. All of the assets and liabilities of the dissolved Company shall be deemed to have been automatically assigned, assumed, conveyed and transferred to the new Company. No bond, collateral, assumption or release of any Member's or the Company's liabilities shall be required;

provided that the right of the Members to select successor Managers and to reconstitute and continue the business of the Company shall not exist and may not be exercised unless the Company has received an opinion of counsel selected by AWP reasonably satisfactory to the Special Purpose Manager that the exercise of the right would not result in the loss of limited liability of any Member and neither the Company nor the reconstituted limited

liability company would cease to be treated as a partnership for federal income tax purposes upon the exercise of such right to continue and that none of the Members or their Affiliates would recognize gain or taxable income upon such reconstitution.

12.2 Winding Up.

Upon the occurrence of (i) a Dissolution Event or (ii) the determination by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Dissolution Event (unless the Company is reconstituted pursuant to Section 12.1 (b) hereof), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Manager or Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Managers and Members until such time as the Properties have been distributed pursuant to this Section 12.2 and the Certificate has been canceled pursuant to the Act. The Liquidator shall be responsible for overseeing the winding up and dissolution of the Company, which winding up and dissolution shall be completed within ninety (90) days of the occurrence of the Dissolution Event or within ninety (90) days after the last day on which the Company may be reconstituted pursuant to Section 12.1(b) hereof, as the case may be. The Liquidator shall take full account of the Company's liabilities and Properties and shall cause the Properties or the proceeds from the sale thereof (as determined pursuant to Section 12.10), to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, in the following order:

(a) First, to creditors (including Members and Managers who are creditors, including pursuant to Section 5.4, to the extent otherwise permitted by law) in satisfaction of all of the Company's Debts and other liabilities including any claims and obligations as required by Section 18-804(b) of the Act (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities for distribution to Members and former Members under Section 18-601 or 18-604 of the Act;

(b) Second, to Members and former Members of the Company in satisfaction of liabilities for distribution under Sections 18-601 or 18-604 of the Act; and

(c) The balance, if any, to the Members in accordance with the positive balances in their Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

No Member or Manager shall receive additional compensation for any services performed pursuant to this Article XII.

12.3 Alternative Methods of Distributions.

(a) In the discretion of the Liquidator, a pro rata portion of the distributions that may otherwise be made to the Members pursuant to this Article XII may be:

(i) Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator subject to Section 12.2(a), in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 12.2; or

(ii) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise); provided that such withheld amounts shall be distributed to the Members as soon as practicable.

The portion of the distributions that would otherwise have been made to each Member that is instead withheld to provide a reserve pursuant to Section 12.3(a) shall be determined in the same manner as the expense or deduction would have been allocated if the Company had realized an expense equal to such amounts immediately prior to distributions being made pursuant to Section 12.2.

12.4 Rights of Members.

Except as otherwise provided in this Agreement, each Member shall look solely to the Properties of the Company for the return of its Capital Contribution. If the assets of the Company remaining after payment or discharge of the debts or liabilities of the Company are insufficient to return such Capital Contribution, the Members shall have no recourse against the Company or any other Member or Manager.

12.5 Notice of Dissolution/Termination.

(a) In the event a Dissolution Event occurs [or an event occurs that would, but for provisions of Section 12.1, result in a dissolution of the Company], the Manager shall, within thirty (30) days thereafter, provide written notice thereof to each Member and to all other parties with whom the Company regularly conducts business (as determined in the discretion of the Manager) and shall publish notice thereof in a newspaper of general circulation in each place in which the Company regularly conducts business (as determined in the discretion of the Manager).

(b) Upon completion of the distribution of the Company's Properties as provided in this Article XII, the Company shall be terminated, and the Liquidator shall

cause the filing of the Certificate of Cancellation pursuant to Section 18-203 of the Act and shall take all such other actions as may be necessary to terminate the Company.

12.6 Allocations During Period of Liquidation.

During the period commencing on the first day of the Allocation Year during which a Dissolution Event occurs and ending on the date on which all of the assets of the Company have been distributed to the Members pursuant to Section 12.2 (the "**Liquidation Period**"), the Members shall continue to share Profits, Losses, gain, loss and other items of Company income, gain, loss or deduction in the manner provided in Article III hereof but no distributions shall be made to the Members during such Liquidation Period other than in accordance with Section 12.2.

12.7 Character of Liquidating Distributions.

All payments made in liquidation of the interest of a Member in the Company shall be made in exchange for the interest of such Member in Properties pursuant to Section 736(b)(1) of the Code, including the interest of such Member in the goodwill of the Company.

12.8 The Liquidator.

(a) **Definition.** The "**Liquidator**" shall mean the Manager or if the Manager is unable or unwilling to assume the responsibilities of the Liquidator, then the Liquidator shall be a Person elected by the Members holding a majority of the Interest based on the balance of each Member's Capital Account as of the close of business the day before the day of determination.

(b) **Fees.** If the Liquidator is other than the Manager, the Company is authorized to pay a reasonable fee to the Liquidator for its services performed pursuant to this Article XII and to reimburse the Liquidator for its reasonable costs and expenses incurred in performing those services.

(c) **Indemnification.** Subject to Section 7.2, the Company shall indemnify, save harmless, and pay all judgments and claims against such Liquidator (other than the Manager which shall be indemnified under Section 7.1) or any officers, directors, agents or employees of such Liquidator relating to any Damages incurred by reason of any act performed or omitted to be performed by such Liquidator, or any officers, directors, agents or employees of such Liquidator in connection with the liquidation of the Company, including reasonable attorneys' fees incurred by such Liquidator, officer, director, agent or employee in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, except to the extent

such liability or damage is caused by the fraud, intentional misconduct of, or a knowing violation of the laws by, such Liquidator which was material to the cause of action.

12.9 Form of Liquidating Distributions.

For purposes of making distributions required by Section 12.2 hereof, the Liquidator may determine whether to distribute all or any portion of the Properties in-kind or to sell all or any portion of the Properties and distribute the proceeds therefrom.

ARTICLE XIII

CERTAIN REPRESENTATIONS AND COVENANTS

Each Member and its Permitted Transferee represents and covenants to the Company and the other Members as follows:

13.1 The Member (A) is an "Accredited Investor", (B) is aware that the sale of the Interest to it is being made in reliance on the exemption from registration provided by Section 4(2) of the Securities Act and (C) is acquiring the Interest for its own account by exercising its sole investment discretion. The Member has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Interest, and the Member is able to bear the economic risk of its investment indefinitely.

13.2 The Member understands that the Interest is being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, the Interest has not been and will not be registered under the Securities Act, and, if in the future the Member decides to offer, resell, pledge or otherwise transfer the Interest, such Interest may be offered, resold, pledged or otherwise transferred only in accordance with the legend set forth on the cover of this Agreement. The Member acknowledges that no representation is made by the Company, other Members, the Manager or the Special Purpose Manager, as to the availability of any exemption under the Securities Act or any state securities laws for resale of the Interest.

13.3 The Member understands that an investment in the Interest involves certain risks, including the risk of loss of a substantial part of its investment under certain circumstances. The Member has had access to such financial and other information concerning the Company, other Members, the Manager or the Special Purpose Manager, and the Interest as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Interest, including an opportunity to ask questions of and request information from the Company.

13.4 In connection with the purchase of the Interest: (i) none of the Company, other Members, the Manager or the Special Purpose Manager is acting as a fiduciary or financial or investment adviser for the Member; (ii) the Member is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Company, other Members, the Manager or the Special Purpose Manager other than those set forth in this Agreement; (iii) none of the Company, other Members, the Manager or the Special Purpose Manager has given to the Member (directly or indirectly through any other person) any assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (including legal, regulatory, tax, financial, accounting, or otherwise) of its purchase or the documentation for the Interest; (iv) the Member has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the documentation for the Interest) based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Company, other Members, the Manager or the Special Purpose Manager; (v) the Member is purchasing the Interest with a full understanding of all of the terms, conditions and risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; and (vi) the Member is a sophisticated investor familiar with transactions similar to its investment in the Interest.

13.5 The Member understands that the Interest may not at any time be held by or on behalf of a Person that is not an “Accredited Investor.”

13.6 The Member will not, at any time, offer to buy or offer to sell the Interest by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

ARTICLE XIV MISCELLANEOUS

14.1 Notices.

Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been given for all purposes when the same is actually received, and shall be addressed as

follows, or to such other address as such Person may from time to time specify by notice to the Members and the Managers:

- (a) If to the Company, to the address determined pursuant to Section 1.4;
- (b) If to a Member, to the address set forth in Section 2.1; and
- (c) If to the Manager:

Allied Waste North America, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260
Attention: General Counsel

With copies to:

Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10006
Attention: Craig Miller

14.2 Binding Effect.

Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Managers and Members and their respective successors, transferees and assigns.

14.3 Construction.

Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member or Manager.

14.4 Headings.

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

14.5 Severability.

Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of

this Section 13.5 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Member or Manager to lose the material benefit of its economic bargain.

14.6 Incorporation by Reference.

Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is not incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

14.7 Governing Law.

The laws of the State of Delaware without regard to its conflict of law principles shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

14.8 Waiver of Jury Trial.

Each of the Members irrevocably waives to the extent permitted by law, all rights to trial by jury and all rights to immunity by sovereignty or otherwise in any action, proceeding or counterclaim arising out of or relating to this Agreement.

14.9 Counterpart Execution.

This Agreement may be executed in any number of counterparts with the same effect as if all of the Members and Managers had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

14.10 Specific Performance.

Each Member and Manager agrees with each Member and Manager that the Members and Managers would be irreparably damaged if the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members and Managers may be entitled, at law or in equity, the nonbreaching Members and Managers shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

14.11 Consent to Jurisdiction.

Each Member and Manager (i) irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any New York

State Court located in the Borough of Manhattan in New York City and of any appellate court from any thereof in any action arising out of this Agreement, (ii) agrees that all claims in such action may be decided in such court, (iii) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (iv) consents to the service of process by mail. A final judgment in any such action shall be conclusive and may be enforced in other jurisdictions.

14.12 Nature of Interest.

Each Member, the Manager and the Special Purpose Manager acknowledges and agrees that each Interest is a “security” governed by Article 8 of the UCC.

IN WITNESS WHEREOF, the parties have executed and entered into this Limited Liability Company Agreement of the Company as of the day first above set forth.

[signatures follow on separate pages]

American Ref-Fuel Company of Niagara, L.P.,
as Member

By: /s/ William R. Reynolds _____

Name: William R. Reynolds

Title: Vice President — Treasurer

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF N LEASING COMPANY, LLC.

Allied Waste North America, Inc., as Member

By: /s/ Steve Helms

Name: Steve Helms

Title: Secretary

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF N LEASING COMPANY, LLC AND IS EXECUTED BY THE PARTY NAMED ABOVE IN ITS CAPACITY AS A MEMBER.

Allied Waste North America, Inc.,
as Manager

By: /s/ Steve Helms _____

Name: Steve Helms

Title: Secretary

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF N LEASING COMPANY, LLC.

American Ref-Fuel Company of Niagara, L.P.,
as Special Purpose Manager

By: /s/ William R. Reynolds

Name: William R. Reynolds

Title: Vice President — Treasurer

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF N LEASING COMPANY, LLC.

**FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
N LEASING COMPANY, LLC**

THIS FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT OF N LEASING COMPANY, LLC (this "Amendment") is made and entered into effective as of May 1, 2002, by and among Allied Waste North America, Inc., a Delaware corporation ("Allied"), BFI Energy Systems of Niagara, Inc., a Delaware corporation ("BFI Niagara") and Browning-Ferris Industries of New York, Inc., a New York corporation ("BFI New York").

RECITALS

WHEREAS, N Leasing Company, LLC (the "Company") was formed as a Delaware limited liability company upon the filing of its Certificate of Formation with the Secretary of State of the State of Delaware on December 14, 2000. The business and affairs of the Company, and the rights, privileges, duties, obligations and relationship of its Members are governed by that certain Limited Liability Company Agreement of N Leasing Company, LLC dated effective as of April 30, 2001 (the "Operating Agreement"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings given those terms in the Operating Agreement;

WHEREAS, pursuant to a Permitted Transfer effective April 30, 2002, American Ref-Fuel Company of Niagara, L.P., a Delaware limited partnership ("Ref-Fuel Company"), transferred to BFI Niagara and BFI New York all of its Interest in the Company, with BFI Niagara and BFI New York thereby becoming substituted Members with respect to such Interest; and

WHEREAS, the parties desire to amend certain provisions of the Operating Agreement as described herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, received to the full satisfaction of each of them, the parties agree as follows:

AGREEMENT

1. Substituted Members. Except as contained in Section 2.1 of the Operating Agreement, each and every instance where the name "American Ref-Fuel Company of Niagara, L.P." appears in the Operating Agreement is hereby amended to read "BFI Energy Systems of Niagara, Inc. and Browning-Ferris Industries of New York, Inc." Each and every instance where the defined term "Ref-Fuel Company" appears in the Operating Agreement is hereby amended to read "BFI Niagara and BFI New York".

2. Amendment of Introductory Paragraph. The introductory paragraph of the Operating Agreement is hereby amended in its entirety to read as follows:

"This LIMITED LIABILITY COMPANY AGREEMENT of N Leasing Company, LLC is entered into and shall be effective as of April 30, 2001, by and among

BFI Energy Systems of Niagara, Inc., a Delaware corporation (“**BFI Niagara**”); Browning-Ferris Industries of New York, Inc., a New York corporation (“**BFI New York**”); and Allied Waste North America, Inc., a Delaware corporation (“**AWP**”), each of which has executed this Agreement as a Member and, in the case of AWP, as the Manager and, in the case of BFI New York, as the Special Purpose Manager, on the following terms and conditions:”

3. Amendment of Section 1.3(a). Section 1.3(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(a) The purposes of the Company are limited solely (i) to acquiring, owning, leasing, managing, conserving, maintaining, protecting, servicing and selling, transferring, pledging or hypothecating or otherwise disposing of investments in Garbage Trucks and Other Assets which, when held by the Company shall be held by the Company solely for lease to third parties, (ii) to lending Company funds, in excess of funds necessary to pay liabilities, to the Company’s Affiliates on terms no less favorable to the Company than those that would have been entered into with unrelated third parties, (iii) to acquiring, owning, holding, investing, reinvesting, selling, encumbering and otherwise dealing with personal property of every kind and description, and (iv) to engaging in activities incidental to the purposes set forth in clauses (i), (ii) and (iii).”

4. Amendment of Section 1.10. Section 1.10 of the Operating Agreement is hereby amended as follows:

a. The definition of “Affiliate” is hereby amended in its entirety to read as follows:

“**Affiliate**” means, with respect to any Person, an “affiliate” within the meaning of Rule 12b-2 of the Securities Exchange Act of 1934, as amended.”

b. The definition of “Call Option” is hereby deleted in its entirety.

c. The definition of “Liquidation Period” is hereby amended in its entirety to read as follows:

“**Liquidation Period**” has the meaning set forth in Section 12.6.”

d. The definition of “Liquidator” is hereby amended in its entirety to read as follows:

“**Liquidator**” has the meaning set forth in Section 12.8(a).”

e. The definition of “Put Option” is hereby deleted in its entirety.

f. The definition of “Redemption” is hereby deleted in its entirety.

g. The definition of “Responsible Administrative Officers” is hereby amended in its entirety to read as follows:

“**Responsible Administrative Officers**” has the meaning set forth in Section 5.4(c).”

- h. The definition of “Responsible Participating Officers” is hereby amended in its entirety to read as follows:

“**Responsible Participating Officers**” has the meaning set forth in Section 5.4(c).”

- i. The definition of “Special Purpose Manager” is hereby amended in its entirety to read as follows:

“**Special Purpose Manager**” means BFI New York or any transferee of BFI New York’s entire interest as a member in the Company as constituted at the time of the Transfer.”

5. Amendment of Section 2.1. A new footnote is hereby added to Section 2.1 of the Operating Agreement immediately following the reference to “American Ref-Fuel Company of Niagara, L.P.,” which footnote shall read as follows:

”¹ Pursuant to a Permitted Transfer effective as of April 30, 2002, American Ref-Fuel Company of Niagara, L.P., a Delaware limited partnership, transferred (i) a 1.98% Interest in the Company to BFI Energy Systems of Niagara, Inc. and (ii) a 97.02% Interest in the Company to Browning-Ferris Industries of New York, Inc. Concurrently with such Permitted Transfer, BFI Energy Systems of Niagara, Inc. and Browning-Ferris Industries of New York, Inc. were each admitted as substituted Members of the Company with respect to the respective Interests transferred to each of them by American Ref-Fuel Company of Niagara, L.P. The address of both BFI Energy Systems of Niagara, Inc. and Browning-Ferris Industries of New York, Inc. is 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260, Attention: General Counsel, Facsimile No.: (480) 627-2703.”

6. Amendment of Section 3.3(b). The reference to Section 3.3(a) in the last sentence of Section 3.3(b) of the Operating Agreement is hereby amended to read “Section 3.3(b)”.

7. Amendment of Section 3.3(c). The reference to Section 3.3(b) in the last sentence of Section 3.3(c) of the Operating Agreement is hereby amended to read “Section 3.3(c)”.

8. Amendment of Section 3.3(d). The two references to Section 3.3(c) in Section 3.3(d) of the Operating Agreement are each hereby amended to read “Section 3.3(d)”.

9. Amendment of last subsection of Section 3.3. The caption for the last subsection of Section 3.3 of the Operating Agreement is hereby amended to read “**(e) Gross Income Allocation.**” The two references to Section 3.3(d) in the last subsection of Section 3.3 of the Operating Agreement are each hereby amended to read “Section 3.3(e)”.

10. Amendment of Section 3.4. The first sentence of Section 3.4 of the Operating Agreement is hereby amended in its entirety to read as follows:

“The allocations set forth in Sections 3.3(a), 3.3(b), 3.3(c), 3.3(d) and 3.3(e) (the “**Regulatory Allocations**”) are intended to comply with certain requirements of the Regulations.”

11. **Amendment of Section 3.5(a)**. Section 3.5(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Tax Matters Member using any permissible method under Code Section 706 and the Regulations thereunder.”

12. **Amendment of Section 4.1**. Section 4.1 of the Operating Agreement is hereby amended in its entirety to read as follows:

“**4.1 Distributions**. The Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, in such amounts and at such times as the Manager and the Special Purpose Manager shall unanimously agree.”

13. **Amendment of Section 5.4(a)**. Section 5.4(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(a) The Manager and Special Purpose Manager shall cause the Company to conduct its business and operations separate and apart from that of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, including, without limitation, (i) maintaining books and financial records of the Company separate from the books and financial records of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to authorization of the Members as required under this Agreement, (ii) causing the Company to pay its liabilities only from available assets of the Company, and (iii) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.”

14. **Amendment of Section 5.4(e)**. Section 5.4(e) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(e) [Intentionally deleted]”.

15. **Amendment of Section 6.2(d)**. The reference to Section 6.3 in Section 6.2(d) of the Operating Agreement is hereby amended to read “Section 6.2”. The reference to Section 13.1 in Section 6.2(d) of the Operating Agreement is hereby amended to read “Section 14.1”.

16. **Amendment of Section 6.9(b)**. Section 6.9(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(b) [Intentionally deleted]”.

17. Amendment of Section 6.9(j). Section 6.9(j) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(j) [Intentionally deleted]”.

18. Amendment of Section 8.2(b). Section 8.2(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(b) **Reports**. The Manager and the Special Purpose Manager, as the case may be, shall cause to be delivered to each Member such reports as any Member may reasonably request from time to time.”

19. Amendment of Section 8.3(a). The first sentence of Section 8.3(a) of the Operating Agreement is hereby amended to read as follows:

“The Tax Matters Member shall be permitted to, without any further consent of the Members being required (except as specifically required herein) but after first obtaining the prior written consent of the Special Purpose Manager, make any and all elections at its sole discretion for federal, state and local tax purposes.”

20. Amendment of Section 10.2(b). Section 10.2(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(b) **BFI Niagara and BFI New York**. Subject to the conditions and restrictions set forth in Section 10.3, BFI Niagara and BFI New York and any of their successors or transferees may at any time Transfer all or any portion of their respective Interest to (a) any of their Affiliates, or (b) any Person approved by all of the Members.”

21. Amendment of Section 10.2(c). Section 10.2(c) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(c) [Intentionally deleted]”.

22. Amendment of Section 10.3. The first paragraph of Section 10.3 of the Operating Agreement is hereby amended to read as follows:

“A Transfer shall not be treated as a Permitted Transfer under Section 10.2 hereof unless and until the following conditions are satisfied:”

23. Amendment of Section 14.1. Clause (c) of Section 14.1 of the Operating Agreement is hereby amended to read as follows:

“(c) If to the Manager:

Allied Waste North America, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260
Attention: General Counsel”.

24. Amendment of Section 14.11. Clause (i) of Section 14.11 of the Operating Agreement is hereby amended to read as follows:

“(i) irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Arizona and any Arizona State Court located in Maricopa County, Arizona and of any appellate court from any thereof in any action arising out of this Agreement.”.

25. Effect of this Amendment. Except as expressly set forth in this Amendment, all other terms and provisions of the Operating Agreement remain in full force and effect.

26. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Allied Waste North America, Inc.

By: /s/ Donald W. Slager
Its: Vice President, Operation

BFI Energy Systems of Niagara, Inc.

By: /s/ Donald W. Slager
Its: Vice President, Operation

Browning-Ferris Industries of New York, Inc.

By: /s/ Donald W. Slager
Its: Vice President, Operation

Approved as to form:

/s/ Jo Lynn White
Jo Lynn White, Counsel

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE.

FEB 11 5 1996

Jim Miles
SECRETARY OF STATE OF SOUTH CAROLINA

Jim Miles
SECRETARY OF STATE
FILED
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ARTICLES OF INCORPORATION

OF

NATIONSWASTE CATAWBA REGIONAL LANDFILL, INC.

The undersigned, an individual, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation for profit, pursuant to the provisions of the South Carolina Business Corporation Act of 1988.

FIRST: The corporate name for the corporation (hereinafter called the "corporation") is Nations Waste Catawba Regional Regional Landfill, Inc.

SECOND: The number of shares the corporation is authorized to issue is One Thousand (1000), all of which are of a par value of one dollar (\$1.00) each and are of the same class and are to be Common shares.

THIRD: The street address of the initial registered office of the corporation in the State of South Carolina is 75 Beatie Place, Greenville, South Carolina.

The name of the initial registered agent of the corporation at the said registered office is CT Corporation System

FOURTH: The name and the address of the incorporator are:

NAME	ADDRESS
Kimberly Ross Lieb	301 Grant Street, 20th Floor Pittsburgh, PA 15219

FIFTH: The purposes for which the corporation is organized, which shall include the authority of the corporation to engage in any lawful business, are as follows:

To have, in furtherance of the corporate purposes, all of the powers conferred upon corporations organized under the South Carolina Business Corporation Act of 1988 subject to any limitations thereof contained in these Articles of Incorporation or the laws of the State of South Carolina.

SIXTH: The corporation shall, to the fullest extent permitted by the provisions of the South Carolina Business Corporation Act of 1988, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein

shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

SEVENTH: Whenever any provision of the South Carolina Business Corporation Act of 1988 shall otherwise require for the approval of any specified corporate action the authorization of at least two-thirds of the votes entitled to be cast thereon, any such corporate action shall be approved by at least a majority of the votes entitled to be cast thereon, and whenever the corporation shall have one or more voting groups which are denied voting power under the Articles of Incorporation, but the authorization of at least two-thirds of the votes entitled to be cast thereon within each such voting group entitled to vote thereon as a separate voting group is otherwise required for the approval of any specified corporate action under the South Carolina Business Corporation Act of 1988, any such corporate action shall be approved by each such voting group by at least a majority of the votes entitled to be cast by that voting group. The provisions of this Article shall be subject to the minimum voting requirements prescribed by the provisions of Sections 33-7-250 and 33-7-260 of the South Carolina Business Corporation Act of 1988.

EIGHTH: The duration of the corporation shall be perpetual.

NINTH: The signature of the incorporator is set forth hereinafter.

Signed on February 13, 1996

/s/ Kimberly Ross Lieb
Kimberly Ross Lieb, Sole Incorporator

I, Charles E. McDonald, Jr, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose Articles of Incorporation this Certificate is attached, has complied with the requirements Chapter 2, Title 33 of the 1976 South Carolina Code relating to the Articles of Incorporation.

Signed on 2/14, 1996

/s/ Charles E. McDonald

(Signature)

Charles E. McDonald, Jr, Attorney-at-Law

(Type or Print Name)

Address 75 Beattie Place
2 Insignia, Financial Plaza
Greenville, SC 29601

**AMENDED AND RESTATED BYLAWS
OF
NATIONSWASTE CATAWBA REGIONAL LANDFILL, INC.**

(hereinafter called the "Corporation")

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without

the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
NATIONSWASTE, INC.

1. The name of the corporation is:
NationsWaste, Inc.
 2. The address of its registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust company.
 3. The nature of the business or purpose to be conducted or promoted is:
To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.
 4. The total number of shares of stock which the corporation shall have authority to issue is Ten Thousand (10,000) shares of Common Stock, and the par value of each of such shares is One Dollar (\$1.00), amounting in the aggregate to Ten Thousand Dollars (\$10,000.00).
 5. The name and mailing address of the Sole Incorporator is as follows:
David M. Abel
Buchanan Ingersoll Professional Corporation
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219
 6. The corporation is to have perpetual existence.
 7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director for any act or omission; provided, however, that the foregoing shall not eliminate or limit the liability of a director (a) for any breach of the director's duty or loyalty to the corporation or its stockholders, (b) for any act or omission not in good faith or which involves intentional misconduct or a knowing violation of law, (c) under Section 174 of the General Corporation Law of the State of Delaware, or (d) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this article by the stockholders of the corporation shall be prospective only, and shall not
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adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or modification.

8. In furtherance and not in limitation of the powers conferred by the General Corporation Law of the State of Delaware, the Board of Directors of the corporation is expressly authorized to make, alter, or repeal the By-laws of the corporation.
9. Elections of directors need not be by written ballot except and to the extent provided in the By-Laws of the corporation.

I, David M. Abel, being the Sole Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 5th day of October, 1995.

/s/ David M. Abel
David M. Abel
Sole Incorporator

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
NATIONSWASTE, INC.**

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is NationsWaste, Inc.
2. The Certificate of Incorporation of the Corporation is hereby amended by striking out Article 4 thereof and substituting in lieu of said Article the following new Article 4:

The Corporation shall have the authority to issue one million (1,000,000) shares of Common Stock with a par value is One Cent (\$0.01) per share, one hundred fifty thousand (150,000) shares of Class A Preferred Stock with a par value of One Cent (\$0.01) per share, and eight hundred fifty thousand (850,000) shares of Class B Preferred Stock with a par value of One Cent (\$0.01) per share amounting to a total of two million (2,000,000) total authorized shares of stock, amounting in the aggregate to Twenty Thousand Dollars (\$20,000.00).

Holders of Common Stock shall have one vote per share. The following provisions (the "Preferred Stock Terms") shall fix certain rights and preferences applicable to all of the shares of Class A and Class B Preferred Stock (the "Preferred Stock").

Section 1. General. Except as otherwise provided in this Article 4 or as may be provided by amendment to these Articles, the Preferred Stock shall be senior to the Common Stock, and the Class B Preferred Stock shall be senior to the Class A Preferred Stock. All shares of any particular class of Preferred Stock shall be identical to all other shares of that class.

Section 2. Definitions. (a) The term "Junior Stock" as used herein with respect to any class of Preferred Stock shall be deemed to mean all other stock of the Corporation ranking [ILLEGIBLE] (including Common Stock [ILLEGIBLE]) of dividends and the distribution of assets upon liquidation.

(b) The term "Senior Stock" as used herein with respect to any class of Preferred Stock shall be deemed to mean all other stock of the Corporation, if any, ranking senior thereto as to the payment of dividends or distribution of assets upon liquidation.

Senior 3. Dividends. The Corporation will not pay dividends.

Senior 4. Conversion. Until such time as the holders of Class B Preferred Stock have purchased \$15,000,000 in capital stock of the Corporation, all, but not less than all, of the shares of Class A Preferred Stock shall be convertible, upon the affirmative vote of the holders of at least a majority of the Class A Preferred Stock then outstanding, into that number of shares of Common Stock that would equal, immediately following such conversion, an aggregate of fifteen percent (15%) of the issued and outstanding capital stock of the Corporation, assuming for the purposes of such calculation the exercise of all options and the conversion of all convertible securities.

After the holders of Class B Preferred Stock have purchased at least \$15,000,000 in capital stock of the Corporation, all, but not less than all, of the shares of Class A Preferred Stock shall be convertible, upon the affirmative vote of the holders of at least a majority of the Class A Preferred Stock then outstanding, into that number of shares of Common Stock that would equal, immediately following such conversion, an aggregate percentage of the issued and outstanding capital stock of the Corporation (assuming for the purposes of such calculation the exercise of all options and the conversion of all convertible securities) equal to (i) \$2,647,059 divided by (ii) \$2,647,059 plus the purchase price of the capital stock of the Corporation acquired by the holders of Class B Preferred Stock.

All, but not less than all, of the shares of Class B Preferred Stock shall be convertible, upon the affirmative vote of the holders of at least a majority of the Class B Preferred Stock then outstanding, into shares of Common Stock at the rate of one share of Common Stock for each share of Class B Preferred Stock (adjusted as necessary for stock splits or combinations, stock dividends, or the reclassification, exchange or substitution of securities).

All of the Preferred Stock shall automatically convert to Common Stock of the Corporation immediately prior to the effective time of the merger of the Corporation with Continental Waste Industries, Inc.

The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting conversion of the shares of the Preferred Stock, effect its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock, and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

The Corporation shall not amend its Articles of Incorporation or participate in any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed hereunder by the corporation, but will at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the Preferred Stock against other impairment.

Section 5. Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of shares of Class B Preferred Stock shall be entitled to receive in aggregate from the assets of the Corporation, an amount equal to the lesser of (i) 85% of the assets available for distribution or (ii) an amount equal to the purchase price of the capital stock of the Corporation acquired by the holders of Class B Preferred Stock, and no more, before any amount shall be paid or set aside for, or any distribution of assets shall be made to, the holders of Junior Stock. The holders of Class A Preferred Stock shall then be entitled to receive, in aggregate, an amount equal to the lesser of (i) 15% of the assets available for distribution or (ii) \$2,647,059. Assets remaining for distribution, if any, after the foregoing distribution to holders of Class A and Class B Preferred Stock shall be paid pro rata to each holder of capital stock of the Corporation in proportion to their respective holdings, assuming for purposes of such distribution that all shares of Preferred Stock have been converted into Common Stock.

If, upon such liquidation, dissolution or winding up, the amounts available for distribution to the holders of Preferred Stock, shall be insufficient to permit the payment in full to such holders of the preferential amounts to which they are entitled, then such amounts shall be paid ratably among the shares of Preferred Stock in accordance with the respective preferential amounts payable with respect thereto if paid in full.

Written notice of such liquidation, dissolution or winding up of the Corporation, stating payment date, the amount of such payment and the place where payment shall be payable, shall be given by mail, postage prepaid, not less than 20 days prior to the payment date stated therein, to the holders of record of Preferred Stock such notice to be addressed to each holder at its address shown by the records of the Corporation.

Neither a consolidation or merger of the Corporation with or into any other corporation, nor a merger of any other corporation into the Corporation, nor a reorganization of the Corporation, shall be considered a liquidation, dissolution or winding up of the Corporation within the meaning of this Section. A sale or transfer of all or substantially all of its assets shall be considered a liquidation, dissolution or winding up of the Corporation within the meaning of this section.

Section 8. Voting Rights. Except as may be otherwise provided in these Preferred Stock Terms or as required by law, on all matters submitted to a vote of the shareholders, each holder of Preferred Stock shall be entitled to cast that number of votes equal to the number of shares of Common Stock then issuable upon conversion of the shares of Preferred Stock held by such holder.

Section 9. Restrictions on Certain Corporate Action. So long as any of the Preferred Stock shall remain outstanding, the Corporation shall not (except where the vote or written consent of the holders of a greater number of shares is required by law or by these Articles, and in addition to any other vote required by law or these Articles), without the affirmative vote of the holders of at least a majority of the then outstanding shares of each class of Preferred Stock voting as separate classes:

(i) amend, alter or repeal its Articles of Incorporation or By-Laws.

(ii) merge with or into or consolidate with any other corporation, or sell, lease or otherwise dispose of all or substantially all of its properties or assets, or acquire, directly or indirectly through a subsidiary of the Corporation ("Subsidiary") the majority of whose voting stock is owned or controlled by the Corporation, all or substantially all of the stock or assets of another entity (other than a newly formed, wholly owned Subsidiary), or permit any Subsidiary to take any of the foregoing actions; provided, however, that these restrictions shall not apply to any transactions involving solely the Corporation and one or more wholly-owned Subsidiaries;

(iii) declare or pay any dividend or other distribution, or apply any assets to the redemption, purchase or other acquisition of its own shares, except for the purchase of shares of Common Stock from former employees of the Corporation who acquired such shares from the Corporation;

(iv) change the scope of business activity of the Corporation other than in the ordinary course of business; or

(v) change the size of the Board of Directors of the Corporation.

3. The amendment of the Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Signed on December 20th, 1995

NationsWaste, Inc.

By: /s/ William R. Nelson

Name: WILLIAM R. NELSON

Title: PRESIDENT

**BY-LAWS
of
NationsWaste, Inc.**

I. Offices

NationsWaste, Inc. (hereinafter the "Corporation") may have offices and places of business at such places, within or without the State of Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require.

II. Meeting of Stockholders

1. **Place of Meetings.** All meeting of the stockholders for the election of directors shall be held at such place as may be fixed from time to time by the Board of Directors or at such other place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver thereof.

2. **Annual Meeting.** Annual meetings of stockholders, commencing with the year 1995, shall be held on the date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver thereof.

3. **Special Meetings.** Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President or Board of Directors and shall be called by the President or Secretary at the request in writing of stockholders owning not less than one-fifty (1/5) of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

4. **Notice.** Written notice of each meeting of stockholders shall be given in the manner prescribed in Article IV of these By-laws, and shall state the place, date and hour of the meeting and, in the case of a special meeting, shall state the purpose or purposes for which the meeting is called. In the case of a meeting to vote on a proposed merger or consolidation, such notice shall state the purpose of the meeting and shall contain a copy of the agreement or a brief summary thereof, and in the case of a meeting to vote on a proposed sale, lease or exchange of all of the Corporation's assets, such notice shall specify that such a resolution shall be considered. Such notice shall be given to each stockholder of record entitled to vote at the meeting not less than ten (10) nor more than sixty (60) days prior to the meeting, except that where the matter to be acted on is a merger or consolidation of the Corporation or a sale, lease or exchange of all or substantially all of its assets, such notice shall be given not less than twenty (20) nor more than sixty (60) days prior to such meeting. If mailed, notice is given when

deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

5. Business. Business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice.

6. Quorum and Adjournment. Except as otherwise provided by statute or the Certificate of Incorporation, the holders of a majority of the shares of the Corporation issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be necessary to and shall constitute a quorum for the transaction of business at each meeting of stockholders, but in no event shall a quorum consist of less than one-third (1/3) of the shares entitled to vote at the meeting. If a quorum shall not be present at the time fixed for any meeting, the stockholders present, in person or by proxy, and entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting or originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjournment meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

7. Voting. Unless otherwise provided in the Certificate of Incorporation and subject to the provisions of Article VI, Section 4 of these By-laws, each stockholder shall be entitled to one (1) vote, in person or by proxy, for each share of capital stock held by such stockholder. If the Certificate of Incorporation provides for more or less than one vote for any share, or any matter, every reference in these By-laws to a majority or other proportion of stock shall refer to such majority or other proportion of the votes of such stock.

8. Vote Required. When a quorum is present at any meeting, in all matters other than the election of directors, the vote of the holders of a majority of the shares present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question. Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

9. Voting Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the

meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

10. Proxy. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but not such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period.

A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

11. Consents. Any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Where corporate action is taken in such manner by less than unanimous written consent, prompt written notice of the taking of such action shall be given to all stockholders who have not consent in writing thereto.

Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by statute to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified mail, return receipt requested.

III. Directors

1. Board of Directors. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the Corporation and do such lawful acts and things, except as provided in the Certificate of Incorporation.

2. Number; Election and Tenure. The number of directors which shall constitute the whole Board shall be not less than one (1). The first Board shall consist of two (2)

directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier resignation or removal. Any director may resign at any time upon written notice to the Corporation. Directors need not be stockholders.

3. Vacancies. Vacancies in the Board of Directors and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than quorum, or by a sole remaining directors, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, or until his earlier resignation or removal. If at any time, by reason of death or resignation or other cause, the Corporation should have no directors in office, than any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the Certificate of Incorporation or the By-laws, or may apply to the Court of Chancery for a Degree summarily ordering an election as provided by statute.

If, at the time of filling the vacancy or any newly created directorships, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

4. Meetings. The Board of Directors of the Corporation may hold its meetings, and have an office or offices, within or without the State of Delaware.

5. First Meeting. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

6. Notice. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. A special meeting of the Board may be called by the President on the written request of two (2) directors. Notice of each special meeting of the Board of Directors, specifying the place, day and

hour of the meeting, shall be given in the manner prescribed in Article IV of these By-Laws and in this Section 6, either personally or by mail, by courier, telex or telegram to each director, at the address or the telex number supplied by the director to the Corporation for the purpose of notice, at least 48 hours before the time set for the meeting. Neither the business to be transacted at nor the purpose of any meeting of the Board need be specified in the notice of the meeting.

7. Quorum and Voting. Except as may be otherwise specifically provided by statute or by the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of the majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Members of the Board or members of any committee designated by the Board may participate in meetings of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person at such meeting.

8. Consents. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

9. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of dissolution, or amending the By-laws of the Corporation; and, unless the resolution, By-laws or Certificate of Incorporation provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names as may be determined from time to time by resolution by the Board of Directors.

10. Committee Minutes. Each committee shall keep regular minutes of its minutes of its meetings and report the same to the Board of Directors when required.

11. Compensation of Directors. The directors as such, and as members of any standing or special committee, may receive such compensation for their services as may be fixed from time to time by resolution of the Board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

The directors may be paid their expenses, if any, for attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. Members o special or standing committees may be allowed like compensation for attending committee meetings.

12. Removal of Directors. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

IV. Notices

1. Form of Notice. Whenever, under the provisions of the Delaware General Corporation Law or of the Certificate of Incorporation or of these By-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by first-class or express mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail, except that, in the case of directors, notice sent by first-class mail shall be deemed to have been given forty-eight (48) hours after being deposited in the United States mail. Whenever, under these By-laws, notice may be given by telegraph, courier or telex, notice shall be deemed to have been given when deposited with a telegraph office or courier service for delivery or, in the case of telex, when dispatched.

2. Waiver of Notice. Whenever notice is required to be given under any provisions of the Delaware General Corporation Law or the Certificate of Incorporation or these By-laws, a written waiver, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the By-laws.

V. Officers

1. **Selection of Officers.** The officers of the Corporation shall be chosen by the directors and shall consist of a president and a secretary. The Board of Directors may also choose a treasurer, one or more vice presidents and one or more assistant secretaries. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-laws otherwise provide. A failure to elect officers shall not dissolve or otherwise affect the Corporation.

2. **Term of Office, Removal and Vacancies.** Each officer of the Corporation shall hold his office until successor is elected and qualifies or until his earlier resignation or removed. Any officer may resign at any time upon written notice to the Corporation. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring by death, resignation, removal or otherwise, in any office of the Corporation, shall be filled by the Board of Directors.

3. **Compensation.** The salaries of the officers of the Corporation may be fixed by the Board of Directors.

4. **Bond.** The Corporation may secure the fidelity of any or all of its officers or agents by bond or otherwise.

5. **The President.** The President shall be the chief executive officer of the Corporation, shall preside at all meetings of the stockholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall have the power to appoint and remove such subordinate officers and agents other than those actually appointed or elected by the Board of Directors, as the business of the Corporation may require.

6. **Vice President.** Each Vice President, if any, shall perform such duties as shall be assigned to him by the Board of Directors or President, and in the absence or disability of the President, the most senior in rank of the Vice Presidents shall perform the duties of the President.

7. **Secretary.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders, and record all the proceedings of the meetings of the Board of Directors and the stockholders in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall be the custodian of the seal of the Corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The

Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

8. Assistant Secretary. The Assistant Secretary, if any, or Assistant Secretaries, if more than one, shall perform the duties of the Secretary in his or her absence and shall perform such other duties as the Board of Directors, the President or the Secretary may from time to time designate.

9. Treasurer. The Treasurer shall have custody of the corporate funds and securities and shall keep, or cause to be kept, full and accurate amounts of receipts and disbursements in books kept for that purpose. He shall deposit all monies and other valuable effects, in the name and to the credit of the Corporation, in such depository as the Board of Directors shall designate. As directed by the Board of Directors or the President, he shall disburse monies of the Corporation, taking proper vouchers for such disbursements, and shall render to the President and directors an account of all his transactions as Treasurer and of the financial condition of the Corporation. In addition, he shall perform all the duties incident to the office of Treasurer.

VI. Certificates of Stock and Transfers

1. Certificates of Stock; Uncertificated Shares. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and, upon request, every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Corporation by, the President or any Vice President, and countersigned by the Secretary or any Assistant Secretary or the Treasurer, representing the number of shares registered in certificate form. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificate or Uncertificated Shares. The Board of Directors may issue a new certificate of stock, or uncertificated shares in place of any certificate therefor issue by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate or his legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

3. **Record Date.** In order that the Corporation may determine the stockholders entitled to notice of, or to vote at, any meeting of stockholders or at any adjournment thereof in respect of which a new record date is not fixed, or to consent to corporate action without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which date shall not be more than sixty (60) nor less than ten (10) days before the date of any such meeting, nor more than ten (10) days after the date on which the date fixing the record date for the consent of stockholders without a meeting is adopted by the Board of Directors, nor more than sixty (60) days prior to any other such action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

4. **Registered Stockholders.** The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as of any record date fixed or determined pursuant to Section 3 of this Article as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, regardless of whether it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

VII. General Provisions

1. **Dividends.** Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the Corporation's capital stock, subject to the provisions of the Certificate of Incorporation.

2. **Liability of Directors as to Dividends or Stock Redemption.** A member of the board of directors, or a member of any committee designated by the board of directors, shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors, or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, as to the value and amount of the assets, liabilities and/or net profits of the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid, or with which the Corporation's stock might properly be purchased or redeemed.

3. Reserve for Dividends. Before declaring any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

4. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the Corporation.

5. Signing Checks, Notes, Etc. All checks or other orders for the payment of money and all notes or other instruments evidencing indebtedness of the Corporation shall be signed on its behalf by such officer or officers or such other person or persons as the Board of Directors may from time to time designate or, if not so designated, by the President or any Vice President of the Company.

6. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

7. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

8. Voting of Securities of Other Corporations. In the event that the Corporation shall, at any time or from time to time, own and have power to vote any securities (including but not limited to shares of stock or partnership interests) or any other issuer, they shall be voted by such person or persons, to such extent and in such manner, as may be determined by the Board of Directors or, if not so determined, by any duly elected officer of the Corporation.

VIII. Indemnification

1. Indemnification. Except as otherwise provided below, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceedings, whether civil, criminal administrative or investigative (hereinafter a "proceeding") and whether or not by or in the right of the Corporation or otherwise, by reason of the fact that he or she, or a person of whom he or she is the heir, executor or administrator, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as director or officer or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a

director or officer or trustee, or in any other capacity while serving as a director or officer or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by law, as the same exists or may hereinafter be amended (but in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than were permitted the Corporation to provide prior to such amendment), against all reasonable expenses, including attorneys' fees, and any liability and loss, including judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement, incurred or paid by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director or officer or trustee; provided, however, that except as provided in paragraph (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or party thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of the final disposition thereof; provided, however, that to the extent required by the law, the payment of such expenses incurred by an officer or director in advance of the final disposition of a proceeding shall be made only upon receipt of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that he or she is not entitled to be indemnified under this section or otherwise. The right to indemnification and advancement of expenses provided herein shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such person.

2. Right to Claimant to Bring Suit. If a claim under Section 1 of this Article is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of a final disposition conferred in this Article VIII shall not be exclusive or any other rights to which those seeking indemnification or advancement of expenses hereunder may be entitled under any by-law, agreement, vote of stockholders or directors or otherwise, both as to action in his official capacity and as to action in any other capacity while holding that office.

4. Funding. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insecure in any manner its indemnification obligations, whether arising under or pursuant to this by-law or otherwise.

IX. Amendments

These By-laws may be altered, amended or repealed, and new By-laws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation.

Dated: _____

CERTIFICATE OF INCORPORATION

OF

NCORP, INC.

FIRST: The name of the Corporation is Ncorp, Inc.

SECOND: The Corporation's registered office in the State of Delaware is at Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business of the Corporation and its purpose is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, par value \$0.01 per share.

FIFTH: The name and mailing address of the incorporator is as follows:

Omozuwa Osayimwese
c/o Debevoise & Plimpton
875 Third Avenue
New York, New York 10022

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation and for the purpose of creating, defining, limiting and regulating the powers of the Corporation and its directors and stockholders:

(a) The number of directors of the Corporation shall be fixed and may be altered from time to time in the manner provided in the By-Laws and vacancies in the Board of Directors and newly created directorships resulting from any increase in the authorized number of directors may be filled, and directors may be removed, as provided in the By-Laws.

(b) The election of directors may be conducted in any manner approved by the stockholders at the time when the election is held and need not be by written ballot.

(c) All corporate powers and authority of the Corporation (except as at the time otherwise provided by law, by this Certificate of Incorporation or by the By-Laws) shall be vested in and exercised by the Board of Directors.

(d) The Board of Directors shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the By-Laws of the Corporation, except to the extent that the By-Laws or this Certificate of Incorporation otherwise provide.

(e) No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duty as a director, provided that nothing contained in this Article shall eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

SEVENTH The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights herein conferred upon stockholders or directors are granted subject to this reservation.

IN WITNESS WHEREOF, I, the undersigned, being the incorporator hereinabove named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make and file this Certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this 26th day of April, 2000.

/s/ Omozuwa Osayimwese
Omozuwa Osayimwese

**AMENDED AND RESTATED BYLAWS
OF
NCORP, INC.**

(hereinafter called the "Corporation")

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Microfilm Number 9121 495

Filed with the Department of State on APR 08 1991

Entity Number 2018883

Christopher A. Lewis

Secretary of the Commonwealth

ARTICLES OF INCORPORATION

DSCB:15-1308(Rev 88)

Indicate type of domestic corporation (check one):

- Business-stock (15 Pa. C.S. § 1306) Professional (15 Pa. C.S. § 2903)
- Business-nonstock (15 Pa. C.S. § 2102) Management (15 Pa. C.S. § 2701)
- Business-statutory close (15 Pa. C.S. § 2304a is applicable) Cooperative (15 Pa. C.S. § 7701)

1. The name of the corporation is: New Morgan Landfill Company, Inc.

This corporation is incorporated under the provisions of the Business Corporation Law of 1988.

2. The address of this corporation's initial (a) registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

(a) c/o C T CORPORATION SYSTEM, 1635 Market St., Philadelphia, Pa. 19103, Philadelphia

Number and Street City State Zip County

(b) _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The aggregate number of shares authorized is: 1,000 Common shares (other provisions, if any, attach 8 1/2 x 11 sheet) par value \$1.00 per share

4. The name and address, including street and number, if any, of each incorporator is:

Name	Address	Signature	Date
<u>Sandra B. Reece</u>	<u>757 N. Eldridge</u> Houston, Texas 77079	<i>Sandra B. Reece</i>	<u>4/3/91</u>

5. The specified effective date, if any, is: _____
month day year hour, if any

6. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet. See Attached

N/A 7. Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "Public Offering" within the meaning of the Securities Act of 1933 (15U.S.C. § 77A et seq.).

N/A 8. Business cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: _____

6. The number of directors constituting the initial board of directors is three, and the names and addresses of the persons who are to serve as the directors until the first annual meeting of the shareholders or until their successors are duly and qualified are:

Name	Address
Gerald K. Burger	757 N. Eldridge Houston, Texas 77079
Stephen L. Thomas	757 N. Eldridge Houston, Texas 77079
Fletcher Thorne-Thomsen, Jr.	757 N. Eldridge Houston, Texas 77079

**AMENDED AND RESTATED BYLAWS
OF
NEW MORGAN LANDFILL COMPANY, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
OF
NEW YORK WASTE SERVICES, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. The name of the limited liability company is New York Waste Services, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of New York Waste Services, LLC this 21st day of September, 2000.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation,
Sole Member

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

**OPERATING AGREEMENT OF
NEW YORK WASTE SERVICES, LLC**

This Operating Agreement is executed as of September 22, 2000, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is New York Waste Services, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 **Additional Documents.** Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 **Delaware Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 **Glossary.** For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“**Act**” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“**Agreement**” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“**Capital Contribution**” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“**Certificate of Formation**” has the meaning given that term in Section 1.9 hereof.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Its: Executive Vice President

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$ 100.00

CERTIFICATE OF INCORPORATION
OF
NEWCO WASTE SYSTEMS OF NEW JERSEY, INC.

* * * * *

To: The Secretary of State
State of New Jersey

THE UNDERSIGNED, of the age of eighteen years or over, for the purpose of forming a corporation pursuant to the provisions of Title 14A, Corporations, General, of the New Jersey Statutes, do hereby execute the following Certificate of Incorporation:

FIRST: The name of the corporation is NEWCO WASTE SYSTEMS OF NEW JERSEY, INC.

SECOND: The purpose .or purposes for which the corporation is organized are:

To engage in any activity within the lawful business purposes for which corporations may be organized under the New Jersey Business Corporation Act.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise

dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action, and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership,

including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the corporation's property and assets, or any interest therein, wherever situated.

In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by Title 14A, Corporations, General, Revised

Statutes of New Jersey, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do, and in any part of the world.

The foregoing clauses shall be construed both as objects and powers and, except where otherwise expressed, such objects and powers shall be in nowise limited or restricted by reference to or inference from the terms of any other clause in this certificate of incorporation, but the objects and powers so specified shall be regarded as independent objects and powers, and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the corporation.

THIRD: The aggregate number of shares which the corporation shall have authority to issue is two thousand five hundred (2,500) shares without par value.

FOURTH: The address of the corporation's initial registered office is 28 West State Street, Trenton, New Jersey 08608, and the name of the corporation's initial registered agent at such address is The Corporation Trust Company.

FIFTH: The number of directors constituting the initial board of directors shall be three (3); and the names and addresses of the directors are as follows:

NAMES	ADDRESSES
BRIAN F. SWARTZENBERG	393 Glengrove Drive Youngstown, NY 14174
ROGER C. BENNETT	3495 Calvano Drive Grand Island, NY 14072
KARL BURGIN	309 Willow Ridge Tonawanda, NY 1415 0

SIXTH: The names and addresses of the incorporators are as follows:

NAMES	ADDRESSES
CHARLES W. MEYER	16 33 Broadway New York, NY 10019
RICHARD P. BOROVOY	1633 Broadway New York, NY 10019
JOAN BRUNSON	1633 Broadway New York, NY 10019

IN WITNESS WHEREOF, we, the incorporators of the above named corporation, have hereunto signed this Certificate of Incorporation on the 7th day of July, 1982.

CHARLES W. MEYER

Charles W. Meyer

RICHARD P. BOROVOY

Richard P. Borovoy

JOAN BRUNSON

Joan Brunson

**AMENDED AND RESTATED BYLAWS
OF
NEWCO WASTE SYSTEMS OF NEW JERSEY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**PARTNERSHIP AGREEMENT
OF
NEWTON COUNTY LANDFILL PARTNERSHIP**

This Partnership Agreement is entered into as of December 31, 1997, between Newton County Development Corporation, an Indiana corporation, and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Newton County Development Corporation. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and

1.704-2. If the Partnership incurs “nonrecourse deductions” or “partner nonrecourse deductions,” or if there is any change in the Partnership’s “minimum gain,” as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership’s business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership’s business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the “tax matters partner” pursuant to the Code, and the tax matters partner shall coordinate with the Partnership’s accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge, hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action, for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

“Act” means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Partnership Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code § 704(b) and Regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given mat term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding

unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Newton County Development Corporation,
an Indiana corporation

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Donald W. Slager
Its: Executive Vice President

By: /s/ Donald W. Slager
Its: President

EXHIBIT A

<u>Names and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Newton County Development Corporation 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	All right, title and interest in and to the operating assets and liabilities of its waste operations	99%
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$51,504	1%

**FIRST AMENDMENT TO PARTNERSHIP AGREEMENT OF
NEWTON COUNTY LANDFILL PARTNERSHIP**

This First Amendment to Partnership Agreement of Newton County Landfill Partnership (the "First Amendment") is entered into effective as of August 19, 1998, by and between Allied Waste North America, Inc., a Delaware corporation ("AWNA") and Allied Waste Landfill Holdings, Inc., a Delaware corporation ("AWLH")(collectively, the "Partners").

RECITALS

G. Newton County Landfill Partnership (the "Partnership") was formed as an Indiana general partnership pursuant to that certain Partnership Agreement of Newton County Landfill Partnership, dated as of December 31, 1997 (the "Agreement") between Newton County Development Corporation, an Indiana corporation ("Newton") and AWLH. Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

H. Pursuant to an Agreement and Plan of Merger between Newton and AWNA, among others, dated August 14, 1998, Newton merged with and into AWNA, resulting in a transfer by operation of law of Newton's interest in the Partnership to AWNA.

I. The Partners desire to acknowledge the merger and the admission of AWNA as a substituted partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

5. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of Newton's interest in the Partnership to AWNA and (b) the admission of AWNA as a substituted partner.

6. Acceptance. AWNA hereby acknowledges the assumption of all of Newton's responsibilities and obligations with respect to the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
D. W. Slager, Vice President

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
D. W. Slager, President

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste North America, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTALS	100%

**SECOND AMENDMENT TO PARTNERSHIP AGREEMENT OF
NEWTON COUNTY LANDFILL PARTNERSHIP**

This Second Amendment to Partnership Agreement of Newton County Landfill Partnership (the "Second Amendment") is entered into effective as of December 3, 2008, by and between Allied Waste North America, Inc., a Delaware corporation ("AWNA") and Allied Waste Landfill Holdings, Inc., a Delaware corporation ("AWLH") (collectively, the "Partners").

RECITALS

A. The business and operations of the Newton County Landfill Partnership, an Indiana general partnership (the "Partnership") are governed pursuant to the terms and conditions set forth in that certain Partnership Agreement of Newton County Landfill Partnership, dated as of December 31, 1997, as amended by that certain First Amendment to Purchaser Agreement, dated as of August 19, 1998 (as amended, the "Agreement"). Unless specifically defined herein, capitalized terms appearing in this Second Amendment shall have the meanings given those terms in the Agreement.

B. The Partners desire to amend the Agreement to correct certain provisions on the terms and conditions set forth in this Second Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment of Agreement. The first sentence of Section 1.3 is hereby deleted and replaced with the following:

"The name of the Partnership is Newton County Landfill Partnership."

2. Continuing Effect. Except as modified or amended by this Second Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Assistant Secretary

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /S/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

APPROVED
By ILLEGIBLE
Date 7-27-89
Amount 75.00

00679-1122
ARTICLES OF INCORPORATION
OF
NOBLE ROAD LANDFILL, INC.

The undersigned, a citizen of the United States desiring to form a corporation for profit under the General Corporation Act of Ohio, does hereby certify:

FIRST: The name of said corporation shall be NOBLE ROAD LANDFILL, INC.

SECOND: The place in the State of Ohio where its principal office is to be located is 170 Noble Road East, Shiloh, Richland County, 44878.

THIRD: The purposes for which, and for any of which, the Corporation is formed are as follows:

- (1) To construct, own, operate, manage and/or lease a sanitary landfill facility.
- (2) The purposes, objects and powers specified in any clause or paragraph contained in Article Third shall be deemed to be independent of all other purposes herein specified and shall not be limited or restricted by reference to or inference from the terms of any other clause or paragraph of these articles of incorporation.
- (3) To engage in any other lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Ohio Revised Code.

FOURTH: The number of shares which the Corporation is authorized to have outstanding is Seven Hundred Fifty (750) shares without par value.

The Corporation, through its Board of Directors, may at any time or from time to time redeem, purchase, sell, or option all or any part of its shares at such price and upon such terms as may be agreed upon between the Corporation and the selling and/or purchasing shareholder(s) or person(s).

The Corporation, through its Board of Directors, may at any time or from time to time enter into option agreements to sell and/or purchase shares of stock of this corporation or any other corporation at such price and upon such terms as the Board shall deem proper.

FIFTH: Notwithstanding any provision of the General Corporation Law of Ohio, now or hereafter in force, requiring for any purpose the vote or consent of the holders of shares entitling them to exercise two-thirds of the voting power of the Corporation or of any class or classes of shares thereof, such action, unless otherwise expressly required by statute, may be taken by the vote or consent of the holders of shares entitling them to exercise a majority of the voting power of the Corporation or of such class of shares thereof.

SIXTH: The amount of stated capital with which the Corporation will begin business is Five Hundred Dollars (\$500.00).

SEVENTH: A director or officer of the Corporation shall not be disqualified by his office from dealing or contracting with the Corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or other act of the Corporation be void or voidable or in any way affected or invalidated by reason of the fact that any director or officer, or any firm in which such director or officer is a member, or any corporation of which such director or officer is a shareholder, director or officer, is in any way interested in such transaction, contract or other act, provided the fact that such director, officer, firm or corporation is so interested shall be disclosed or shall be known to the Board of Directors or such members thereof as shall be present at any meeting of the Board of Directors at which action upon any such transaction, contract or other act shall be taken; nor shall any such director or officer be accountable or responsible to the Corporation for or in respect of any such transaction, contract or other act of the Corporation or for any gains or profits realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, director or officer is interested in such transaction, contract or other act; and any such director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Corporation which shall authorize or take action in respect of any such transaction, contract or other act and may vote thereat to authorize, ratify or approve any such transaction, contract or other act with like force and effect as if he or any firm of which he is a member or any corporation of which he is a shareholder, director or officer were not interested in such transaction, contract or other act.

EIGHTH: Any and every statute of the State hereafter enacted, whereby the rights, powers or privileges of corporations or of the shareholders of corporations organized under the laws of the State of Ohio are increased or diminished or in any way affected, or whereby effect is given to the action taken by any number, less than all, of the shareholders of any such corporation, shall apply to the Corporation and shall be binding not only upon the Corporation but

upon every shareholder of the Corporation to the same extent as if such statute had been in force at the date of filing these Articles of Incorporation of the Corporation in the office of the Secretary of State of Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 26th, day of July, 1989.

/s/ Richard R. Fowler
Richard R. Fowler

28 Park Avenue West
Mansfield, Ohio 44902

STATE OF OHIO
COUNTY OF RICHLAND, SS:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, this 26th day of July, 1989, the above-named Richard R. Fowler, who acknowledged the signing of the foregoing Articles of Incorporation to be his free act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal on the day and year last aforesaid.

/s/ Mary B. Dudte
Notary Public

MARY B. DUDTE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 19, 1989

**AMENDED AND RESTATED BYLAWS
OF
NOBLE ROAD LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefore, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
NORTHEAST LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is Northeast Landfill, LLC.
2. Registered Office: Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 4th day of May, 1998.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm, Vice President/Legal

**OPERATING AGREEMENT OF
NORTHEAST LANDFILL, LLC**

This Operating Agreement is executed as of May 5, 1998, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Northeast Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: Henry L. Hirvela
Its: Vice President

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$ 100.00

FORM BCA 2.10 (rev. Dec. 2003)
 ARTICLES OF INCORPORATION
 Business Corporation Act

Jesse White, Secretary of State (STAMP)
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782-9522
 (217) 782-6961
 http://www.cyberdriveillinois.com

Remit payment In the form of a cashier's check, certified check, money order or an Illinois attorney's or CPA's check payable to the Secretary of State.
 SEE NOTE 1 TO DETERMINE FEES!

Filing Fee: \$150.00 Franchise Tax \$25 Total \$175 File # 6371-964-1 Approved: [ILLEGIBLE]

____ Submit In duplicate ____ Type or Print dearty In black Ink ____ Do not write above this line ____

1. CORPORATE NAME: Northlake Transfer, Inc.

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent: C T Corporation System
First Name Middle Initial Last name

Initial Registered Office: 208 S LaSalle Street, Suite 814
Number Street Suite # (A P.O. BOX ALONE IS NOT ACCEPTABLE)
Chicago IL 60604
City ZIP Code Cook County

3. Purpose or purposes for which the corporation is organized:
 (If not sufficient space to cover this point, add one or more sheets of this size.)

The transaction of any or all lawful purposes for which corporations may be incorporated under the Illinois Business Corporation Act of 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	1,000	1,000	\$10.00
TOTAL			= \$10.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
 (If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

5. **OPTIONAL:**
- (a) Number of directors constituting the initial board of directors of the corporation: three.
 - (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and Qualify:

<u>Name</u>	<u>Address</u>	<u>City, State, ZIP</u>
Donald W. Slager	15880 N Greenway-Hayden Loop, Suite 100	Scottsdale, Arizona 85260
Thomas P. Martin	15880 N Greenway-Hayden Loop, Suite 100	Scottsdale, Arizona 85260
James E. Gray	15880 N Greenway-Hayden Loop, Suite 100	Scottsdale, Arizona 85260

6. **OPTIONAL:**
- (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 - (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 - (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 - (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. **OPTIONAL:** *OTHER PROVISIONS*
 Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned Incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated August 17th, 2004
 (Month & Day) Year

<u>Signature and Name</u>	<u>Address</u>
1. <u>/s/ Jo Lynn White</u> <i>Signature</i> <u>Jo Lynn White</u> (Type or Print Name)	1. <u>15880 N Greenway-Hayden Loop, Suite 100</u> <i>Street</i> <u>Scottsdale, Arizona 85260</u> <i>City Town State ZIP Code</i>
2. <u>Signature</u> (Type or Print Name)	2. <u>Street</u> <i>City Town State ZIP Code</i>
3. <u>Signature</u> (Type or Print Name)	3. <u>Street</u> <i>City/Town State ZIP Code</i>

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)
 NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Type or print officer's name and title beneath signature.

Note 1: Fee Schedule
 The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this State. (Minimum initial franchise tax is \$25)

The filing fee is \$150

The minimum total due (franchise tax + filing fee) is \$175.

Note 2: Return to:

 (Firm name)

 (Attention)

 (Mailing Address)

 (City, State, ZIP Code)

**BYLAWS
OF
NORTHLAKE TRANSFER, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death,

resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or

transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of

Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may

give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is

required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the

absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

RECEIVED
OFFICE OF THE SECRETARY OF STATE
90 DEC 20 AM 10:40
BRYANT M. SAPP
SECRETARY OF STATE

CHARTER OF NORTHWEST TENNESSEE

DISPOSAL CORPORATION

The undersigned, acting as the incorporator under the Tennessee Business Corporation Act, adopts the following charter for such corporation:

1. The name of the corporation is Northwest Tennessee Disposal Corporation.
 2. The corporation is authorized to issue 1,000 common shares, which collectively shall have unlimited voting rights and the right to receive the net assets of the corporation upon dissolution.
 3. The street address and zip code of the corporation's initial registered office is North Highway 51, Troy, Tennessee 38260.
 4. The corporation's initial registered office is located in Obion County, Tennessee.
 5. The name of the corporation's initial registered agent at that office is Kevin Sheehy.
 6. The name, address, and zip code of the incorporator is James M. Glasgow, Jr., 127 South First Street, Union City, Tennessee 38261.
-

RECEIVED
STATE OF TENNESSEE

90 DEC 20 AM 10:40

BRYANT HILL
SECRETARY OF STATE

7. The street address and zip code of the principal office of the corporation is North Highway 51, Troy, Tennessee 38260.

8. The corporation is for profit.

Dated December 18th, 1990.

By: /s/ James M. Glasgow

James M. Glasgow, Jr.

Incorporator

I, Vicky Long, Register of said County, do certify that the foregoing Chartir and certificate are registered in said Office in Chartir Book 4 page 445-446 that they were received Jan, 3 1991 at 9:45 o'clock am and entered in Note Book 39 Page 128. [ILLEGIBLE]

State tax \$ ____ Probate fee \$ ____ Total \$ ____

Recording fee \$ 5.00

Receipt # 9412

**SECOND AMENDED AND RESTATED BYLAWS
OF
NORTHWEST TENNESSEE DISPOSAL CORP.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

(Please do not write in spaces below — for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

EFFECTIVE DATE
If different than date of filing:

[STAMP]

Date Received
JUL 16 1980

Corporation Number

029-351

(SEE INSTRUCTIONS ON REVERSE SIDE)

ARTICLES OF INCORPORATION
(Domestic Profit Corporation)

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I (See Part 1 of instructions on Page 4.)

The name of the corporation is WAYNE DISPOSAL-OAKLAND, INC.

ARTICLE II (See Part 2 of instructions on Page 4.)

(If space below is insufficient, continue on Page 3.)

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized capital stock is:

1. Common Shares	50,000	Par Value Per Share	\$	1.00
Preferred Shares	_____	Par Value Per Share	\$	_____

and/or shares without par Value as follows (See Part 3 of instructions on Page 4.)

2. Common Shares	_____	Stated Value Per Share	\$	_____
Preferred Shares	_____	Stated Value Per Share	\$	_____

A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows: (If space below is insufficient, continue on Page 3.)

There shall be one class of stock in this corporation and that shall be common stock. Each share of common stock shall be entitled to one vote per share of stock.

ARTICLE IV

1. The address of the initial registered office is: (See Part 4 of instructions on Page 4.)

331 Hampshire Court	Dearborn	Michigan	48124
NO. AND STREET	CITY		ZIP

2. Mailing address of the initial registered office if different than above (See Part 4 of instructions on Page 4.)

P. O. BOX	CITY	Michigan	ZIP
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3. The name of the initial resident agent at the registered office is: Antoinette Ferrantino

ARTICLE V (See Part 5 of instructions on Page 4.)

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Antoinette Ferrantino	331 Hampshire Court, Dearborn, MI 48124

ARTICLE VI OPTIONAL (Delete Article VI if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class If creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII OPTIONAL (Delete Article VII if not applicable.)

Any action required or permitted by this act to be taken at an annual or special meeting of shareholders may be taken throughout a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

(Use space below for continuation of previous Articles and/or for additional Articles.)

Please indicate which article you are responding to and/or insert any desired additional provisions authorized by the act by adding additional articles here.

I [ILLEGIBLE] the incorporator [ILLEGIBLE] sign my [ILLEGIBLE] name [ILLEGIBLE] this 11th day of July 1980

/s/ Antoinette Ferrantino
ANTOINETTE FERRANTINO

(INSTRUCTIONS ON PAGE 4)

WAYNE DISPOSAL, INC.
331 Hampshire Court
Dearborn, Michigan 48124

July 11, 1980

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
Lansing, Michigan 48909

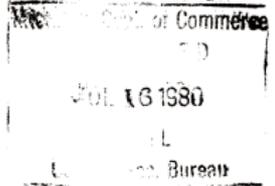
Re: Wayne Disposal-Oakland, Inc.

Gentlemen:

Wayne Disposal, Inc. hereby consents to the incorporation of Wayne Disposal-Oakland, Inc. and the use of "Wayne Disposal" in the corporate name of such corporation.

WAYNE DISPOSAL, INC.

By: /s/ Michael J. Ferrantino
MICHAEL J. FERRANTINO
President



Date Received
JUL 17 1996

ADJUSTED PURSUANT TO
TELEPHONE AUTHORIZATION

(FOR BUREAU USE ONLY)

FILED

JUL 17 1996

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

Name Jeffrey D. Adelman
Miller, Canfield, Paddock and Stone, P. L. C.

Address
150 West Jefferson, Suite 2500

City Detroit **State** MI **Zip Code** 48226

EFFECTIVE DATE:

☐ Document will be returned to the name and address you enter above ☐

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Wayne Disposal-Oakland, Inc.
2. The identification number assigned by the Bureau is: 029-351
3. The location of the registered office is:

1349 Huron Street South Ypsilanti , Michigan 48 197
 (Street Address) (City) (ZIP Code)

4. Article VII of the Articles of Incorporation is hereby Amended to read as follows:

“ARTICLE VII

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. However, this provision does not eliminate or limit the liability of a director for any of the following:

- (a) any breach of the director’s duty of loyalty to the corporation or its shareholders;
- (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (c) a violation of Section 551(1) of the Michigan Business Corporation Act (the “Act”);
- (d) a transaction from which the director derived an improper personal benefit; or
- (e) an act or omission occurring prior to the date this Article becomes effective.

Any repeal, amendment or other modification of this Article VIII shall not increase the liability or alleged liability of any director of the corporation then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts. If the Act is subsequently amended to authorize corporate action further eliminating or limiting personal liability of directors, then the liability of directors shall be eliminated or limited to the fullest extent permitted by the Act as so amended.”

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

a. o The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19 _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19 _____.

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

b. The foregoing amendment to the Articles of Incorporation was duly adopted on the 6th day of December, 1994. The amendment: (check one of the following)

- was duly adopted in accordance with Section 611 (2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.
- was duly adopted by the written consent of all directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.
- was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 12 day of July, 1996

By /s/ Jerry Fore

(Only Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

Jerry Fore
(Type or Print Name)

Vice President
(Type or Print Title)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received
MAR 16 1998

(FOR BUREAU USE ONLY)

ADJUSTED PURSUANT TO
TELEPHONE AUTHORIZATION

FILED

MAR 17 1998

Administrative
MI DEPT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

PH. 517-663-2525 Ref # 81639
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 266
Eaton Rapids, MI. 48827-0266

EFFECTIVE DATE:

Ç Document will be returned to the name and address you enter above È

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Wayne Disposal — Oakland, Inc.
2. The identification number assigned by the Bureau is: 029-351
3. The location of its registered office is:

c/o The Corporation Company, 30600 Telearaph Rd.,	Bingham Farms	Michigan	48025
(Street Address)	(City)		(ZIP code)

4. Article I of the Articles of Incorporation is hereby amended to read as follows:
The name of the corporation is Oakland Heights Development, Inc.

5. (For amendments Adopted by [ILLEGIBLE] consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19 ____.

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the, 10th day of March, 1998 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- at a meeting. The necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 10th day of March, 1998

By /s/ Donald.W. Slager

(Signature of President, Vice-President, Chairperson, Vice-Chairperson)

D.W. Slager, Executive Vice President

(Type or Print Name)

(Type or Print Title)

**These Bylaws supercede the original
bylaws of the corporation and are
adopted as of December 6, 1994.**

**AMENDED AND RESTATED
BYLAWS
OF
WAYNE DISPOSAL — OAKLAND, INC.**

**ARTICLE I
OFFICES**

SECTION 1. REGISTERED OFFICE. The registered office shall be in the City of Ypsilanti, County of Washtenaw, State of Michigan.

SECTION 2. OTHER OFFICES. The corporation may also have offices at such other places both in and outside the State of Michigan as the board of directors may from time to time determine or the business of the corporation may require.

**ARTICLE II
SHAREHOLDERS**

SECTION 1. PLACE OF MEETING. All meetings of the shareholders of the corporation shall be held at the registered office or such other place, either within or without the State of Michigan, as may be determined from time to time by the board of directors.

SECTION 2. ANNUAL MEETING OF SHAREHOLDERS. The annual meeting of shareholders for election of directors and for such other business as may properly come before the meeting, commencing with the year 1994, shall be held on the first Thursday of December, if not a legal holiday, and if a legal holiday, then on the next business day following, at 1:00 p.m., local time, or at such other date and time as shall be determined from time to time by the board of directors, unless such action is taken by written consent as provided in Section 12 of this Article. If the annual meeting is not held on the date designated therefor, the board shall cause the meeting to be held as soon thereafter as convenient.

SECTION 3. ORDER OF BUSINESS AT ANNUAL MEETING. The order of business at the annual meeting of the shareholders shall be as provided in the agenda for the meeting, approved by the board of directors, or, if not approved in advance, as determined by the presiding officer.

SECTION 4. NOTICE OF MEETING OF SHAREHOLDERS. Except as otherwise provided in the Michigan Business Corporation Act (herein called the "Act"), written notice of the time, place and purposes of a meeting of shareholders shall be given

not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, to each shareholder of record entitled to vote at the meeting. If a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and at the adjourned meeting only business is transacted as might have been transacted at the original meeting. If after the adjournment the board of directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to vote at the meeting.

SECTION 5. LIST OF SHAREHOLDERS ENTITLED TO VOTE. The officer or agent having charge of the stock transfer books for shares of the corporation shall make and certify a complete list of the shareholders entitled to vote at a shareholders' meeting or any adjournment thereof. The list shall:

- (a) Be arranged alphabetically within each class and series, with the address of, and the number of shares held by, each shareholder.
- (b) Be produced at the time and place of the meeting.
- (c) Be subject to inspection by any shareholder during the whole time of the meeting.
- (d) Be prima facie evidence as to who are the shareholders entitled to examine the list or to vote at the meeting.

SECTION 6. SPECIAL MEETING OF SHAREHOLDERS. A special meeting of shareholders may be called at any time by the chief executive officer of the corporation (see Article V, Section 4) or by two (2) members of the board of directors then in office, or by shareholders owning, in the aggregate, not less than ten percent (10%) of all the shares entitled to vote at such special meeting. The method by which such meeting may be called is as follows: Upon receipt of a specification in writing setting forth the date and objects of such proposed special meeting, signed by the chief executive officer, or by two (2) members of the board of directors then in office, or by shareholders as above provided, the secretary of the corporation shall prepare, sign and mail the notices requisite to such meeting.

SECTION 7. QUORUM OF SHAREHOLDERS. Unless a greater or lesser quorum is provided in the articles of incorporation, in a bylaw adopted by the shareholders or incorporators, or in the Act, shares entitled to cast a majority of the votes at a meeting constitute a quorum at the meeting. The shareholders present in person or by proxy at the meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. Whether or not a quorum is present, the meeting may be adjourned by a vote of the shares present.

SECTION 8. VOTE OF SHAREHOLDERS. Each outstanding share is entitled to one (1) vote on each matter submitted to a vote, unless otherwise provided in the articles of incorporation. A vote may be cast either orally or in writing. If an action, other than the election of directors, is to be taken by vote of the shareholders, it shall be

authorized by a majority of the votes cast by the holders of shares entitled to vote on the action, unless a greater vote is required by the articles of incorporation or the Act. Except as otherwise provided in the articles of incorporation, directors shall be elected by a plurality of the votes cast at an election.

SECTION 9. RECORD DATE FOR DETERMINATION OF SHAREHOLDERS. For the purpose of determining shareholders entitled to notice of and to vote at a meeting of shareholders or an adjournment of a meeting, the board of directors may fix a record date, which shall not precede the date on which the resolution fixing the record date is adopted by the board. The date shall not be more than sixty (60) nor less than ten (10) days before the date of the meeting. If a record date is not fixed, the record date for determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be the close of business on the day next preceding the day on which notice is given, or if no notice is given, the day next preceding the day on which the meeting is held. When a determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders has been made as provided in this Section, the determination applies to any adjournment of the meeting, unless the board of directors fixes a new record date under this Section for the adjourned meeting. For the purpose of determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, the board of directors may fix a record date, which shall not precede the date on which the resolution fixing the record date is adopted by the board and shall not be more than ten (10) days after the board resolution. If a record date is not fixed and prior action by the board of directors is required with respect to the corporate action to be taken without a meeting, the record date shall be the close of business on the day on which the resolution of the board is adopted. If a record date is not fixed and prior action by the board of directors is not required, the record date shall be the first date on which a signed written consent is delivered to the corporation as provided in Section 12 of this Article. For the purpose of determining shareholders entitled to receive payment of a share dividend or distribution, or allotment of a right, or for the purpose of any other action, the board of directors may fix a record date, which shall not precede the date on which the resolution fixing the record date is adopted by the board. The date shall not be more than sixty (60) days before the payment of the share dividend or distribution or allotment of a right or other action. If a record date is not fixed, the record date shall be the close of business on the day on which the resolution of the board of directors relating to the corporate action is adopted.

SECTION 10. PROXIES. A shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize one or more other persons to act for him or her by proxy. A proxy shall be signed by the shareholder or his or her authorized agent or representative. A proxy is not valid after the expiration of three (3) years from its date unless otherwise provided in the proxy.

SECTION 11. INSPECTORS OF ELECTION. The board of directors, in advance of a shareholders' meeting, may appoint one (1) or more inspectors of election to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a shareholders' meeting may, and on request of a shareholder entitled to vote thereat shall, appoint one (1) or more inspectors. In case a person appointed fails

to appear or act, the vacancy may be filled by appointment made by the board of directors in advance of the meeting or at the meeting by the person presiding thereat. The inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine challenges and questions arising in connection with the right to vote, count and tabulate votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting or a shareholder entitled to vote thereat, the inspectors shall make and execute a written report to the person presiding at the meeting of any of the facts found by them and matters determined by them. The report is prima facie evidence of the facts stated and of the vote as certified by the inspectors.

SECTION 12. ACTION BY WRITTEN CONSENT. The articles of incorporation may provide that any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within sixty (60) days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than ten (10) days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented in writing. Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote if, before or after the action, all the shareholders entitled to vote consent in writing.

Notwithstanding anything in this Section to the contrary, unless specifically provided otherwise in the Articles of Incorporation, any action required or permitted by the Act to be taken at an annual or special meeting of the shareholders may be taken without a meeting, without prior notice, and without a vote, if, before or after the action, all of the shareholders entitled to vote consent in writing.

SECTION 13. PARTICIPATION IN MEETING BY TELEPHONE. Unless otherwise restricted by the articles of incorporation, a shareholder may participate in a meeting of shareholders by a conference telephone or by other similar communications equipment through which all persons participating in the meeting may communicate with

the other participants. All participants shall be advised of the communications equipment and the names of the participants in the conference shall be divulged to all participants. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

ARTICLE III DIRECTORS

SECTION 1. NUMBER AND TERM OF DIRECTORS. The number of directors which shall constitute the whole board shall be not less than one (1) nor more than ten (10). The first board serving after the adoption of these bylaws shall consist of six (6) directors. Thereafter, the number of directors which shall constitute the board of directors for each ensuing year shall be determined at the annual meeting by vote of the shareholders prior to such election; provided, however, that if a motion is not made and carried to increase or decrease the number of directors, the board shall consist of the same number of directors as were elected for the preceding year. The shareholders may also increase or decrease the number of directors at any meeting of the shareholders or by a written consent in lieu thereof. Either the shareholders or the board of directors may fill the vacancy caused by an increase in the number of directors. The first board of directors shall hold office until the first annual meeting of shareholders. At the first annual meeting of shareholders and at each annual meeting thereafter, the shareholders shall elect directors to hold office until the succeeding annual meeting, except in the case of classification of directors as permitted by the Act. A director shall hold office for the term for which he or she is elected and until his or her successor is elected and qualified, or until his or her resignation or removal. Directors need not be shareholders and may serve continuous terms.

SECTION 2. VACANCIES. Unless otherwise limited by the articles of incorporation, if a vacancy, including a vacancy resulting from an increase in the number of directors, occurs in the board of directors, the vacancy may be filled as follows:

- (a) The shareholders may fill the vacancy.
- (b) The board may fill the vacancy.
- (c) If the directors remaining in office constitute fewer than a quorum of the board of directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

Unless otherwise provided in the articles of incorporation, if the holders of any class or classes of stock or series are entitled to elect one (1) or more directors to the exclusion of other shareholders, vacancies of that class or classes or series may be filled only by one (1) of the following:

- (a) By a majority of the directors elected by the holders of that class or classes or series then in office, whether or not those directors constitute a quorum of the board of directors.

(b) By the holders of shares of that class or classes of shares, or series.

Unless otherwise limited by the articles of incorporation or these bylaws, in the case of a corporation the board of directors of which are divided into classes, any director chosen to fill a vacancy shall hold office until the next election of the class for which the director shall have been chosen, and until his or her successor is elected and qualified. If because of death, resignation, or other cause, a corporation has no directors in office, an officer, a shareholder, a personal representative, administrator, trustee, or guardian of a shareholder, or other fiduciary entrusted with like responsibility for the person or estate of a shareholder, may call a special meeting of shareholders in accordance with the articles of incorporation or these bylaws. A vacancy that will occur at a specific date, by reason of a resignation effective at a later date under Section 4 of this Article or otherwise, may be filled before the vacancy occurs but the newly elected or appointed director may not take office until the vacancy occurs.

SECTION 3. REMOVAL. The shareholders may remove one (1) or more directors with or without cause unless the articles of incorporation provide that directors may be removed only for cause. The vote for removal shall be by a majority of shares entitled to vote at an election of directors, unless the articles of incorporation require a higher vote for removal without cause.

SECTION 4. RESIGNATION. A director may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or a later time as set forth in the notice of resignation.

SECTION 5. POWERS. The business and affairs of the corporation shall be managed by its board of directors except as otherwise provided in the Act or in the articles of incorporation.

SECTION 6. LOCATION OF MEETINGS. Regular or special meetings of the board of directors may be held either in or outside the State of Michigan.

SECTION 7. ORGANIZATION MEETING OF BOARD. The first meeting of each newly elected board of directors shall be held at the place of holding the annual meeting of shareholders, and immediately following the same, for the purpose of electing officers and transacting any other business properly brought before it, provided that the organization meeting in any year may be held at a different time and place than that herein provided by a consent of a majority of the directors of such new board. No notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, unless said meeting is not held at the place of holding and immediately following the annual meeting of shareholders.

SECTION 8. REGULAR MEETING OF BOARD. Any regular meeting of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

SECTION 9. SPECIAL MEETING OF BOARD. Any special meeting of the board of directors may be called by the chief executive officer, or by any two (2) persons then comprising the board of directors, at any time by means of notice of the time and place thereof to each director, given not less than three (3) days before the time such special meeting is to be held.

SECTION 10. COMMITTEES OF DIRECTORS. The board of directors may designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the corporation. The board may designate one (1) or more directors as alternate members of any committee, who may replace an absent or disqualified member at a meeting of the committee. In the absence or disqualification of a member of a committee, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors creating such committee, may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation. A committee does not have the power or authority to amend the articles of incorporation, adopt an agreement of merger or share exchange, recommend to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommend to the shareholders a dissolution of the corporation or a revocation of a dissolution, amend the bylaws of the corporation or fill vacancies in the board of directors; and, unless the resolution of the board of directors creating such committee, the articles of incorporation or bylaws expressly so provide, a committee does not have the power or authority to declare a distribution, dividend or to authorize the issuance of stock. Any such committee, and each member thereof, shall serve at the pleasure of the board of directors.

SECTION 11. QUORUM AND REQUIRED VOTE OF BOARD AND COMMITTEES. At all meetings of the board of directors, or of a committee thereof, a majority of the members of the board then in office, or of the members of a committee of the board of directors, constitutes a quorum for transaction of business, unless the articles of incorporation, these bylaws, or in the case of a committee, the board resolution establishing the committee, provide for a larger or smaller number. The vote of the majority of members present at a meeting at which a quorum is present constitutes the action of the board of directors or of the committee unless the vote of a larger number is required by the Act, the articles of incorporation, or these bylaws, or in the case of a committee, the board resolution establishing the committee. Amendment of these bylaws by the board of directors requires the vote of not less than a majority of the members of the board then in office. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 12. ACTION BY WRITTEN CONSENT. Action required or permitted to be taken under authorization voted at a meeting of the board of directors or a committee of the board of directors, may be taken without a meeting if, before or after

the action, all members of the board then in office or of the committee consent to the action in writing. The written consents shall be filed with the minutes of the proceedings of the board of directors or committee. The consent has the same effect as a vote of the board of directors or committee for all purposes.

SECTION 13. COMPENSATION OF DIRECTORS. The board of directors, by affirmative vote of a majority of directors in office and irrespective of any personal interest of any of them, may establish reasonable compensation of directors for services to the corporation as directors or officers, but approval of the shareholders is required if the articles of incorporation, these bylaws or any provisions of the Act so provide.

SECTION 14. PARTICIPATION IN MEETING BY TELEPHONE. A member of the board of directors or of a committee designated by the board may participate in a meeting by means of conference telephone or similar communications equipment through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

ARTICLE IV NOTICES

SECTION 1. NOTICE. Whenever any notice or communication is required to be given by mail to any director or shareholder under any provision of the Act, or of the articles of incorporation or of these bylaws, it shall be given in writing, except as otherwise provided in the Act, to such director or shareholder at the address designated by him or her for that purpose or, if none is designated, at his or her last known address. The notice or communication is given when deposited, with postage thereon prepaid, in a post office or official depository under the exclusive care and custody of the United States postal service. The mailing shall be registered, certified or other first class mail except where otherwise provided in the Act. Written notice may also be given in person or by telegram, teletype, radiogram, cablegram, or mailgram, and such notice shall be deemed to be given when the recipient receives the notice personally, or when the notice, addressed as provided above, has been delivered to the corporation, or to the equipment transmitting such notice. Neither the business to be transacted at, nor the purpose of, a regular or special meeting of the board of directors need be specified in the notice of the meeting.

SECTION 2. WAIVER OF NOTICE. When, under the Act or the articles of incorporation or these bylaws, or by the terms of an agreement or instrument, a corporation or the board of directors or any committee thereof may take action after notice to any person or after lapse of a prescribed period of time, the action may be taken without notice and without lapse of the period of time, if at any time before or after the action is completed the person entitled to notice or to participate in the action to be taken or, in case of a shareholder, by his or her attorney-in-fact, submits a signed waiver of such requirements. Neither the business to be transacted at, nor the purpose of, a regular or special meeting of the board of directors need be specified in the waiver

of notice of the meeting. Attendance of a person at a meeting of shareholders constitutes a waiver of objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented. A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless he or she at the beginning of the meeting, or upon his or her arrival, objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

ARTICLE V OFFICERS

SECTION 1. SELECTION. The board of directors, at its first meeting and at its organization meeting following the annual meeting of shareholders, shall elect or appoint a president, a secretary and a treasurer. The board of directors may also elect or appoint one (1) or more vice presidents and such other officers, employees and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board. Two (2) or more offices may be held by the same person but an officer shall not execute, acknowledge or verify an instrument in more than one (1) capacity.

SECTION 2. COMPENSATION. The salaries of all officers, employees and agents of the corporation shall be fixed by the board of directors; provided, however, that the board may delegate to the officers the fixing of compensation of assistant officers, employees and agents.

SECTION 3. TERM, REMOVAL AND VACANCIES. Each officer of the corporation shall hold office for the term for which he or she is elected or appointed and until his or her successor is elected or appointed and qualified, or until his or her resignation or removal. An officer elected or appointed by the board of directors may be removed by the board with or without cause at any time. An officer may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or at a subsequent time specified in the notice of resignation. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

SECTION 4. CHIEF EXECUTIVE OFFICER. The president shall be the chief executive officer. The chief executive officer shall be responsible to the board of directors for the general supervision and management of the business and affairs of the corporation and shall see that all orders and resolutions of the board are carried into effect.

SECTION 5. PRESIDENT. The president shall preside over all meetings of the board of directors, of the shareholders and of any executive committee, and shall perform all of the duties and functions as shall be assigned to him or her from time to time by the

board of directors. He or she shall be, ex officio, a member of all standing committees. The president shall, in general, perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors.

SECTION 6. VICE PRESIDENTS. The board of directors may elect or appoint one or more vice presidents. The board of directors may designate one or more vice presidents as executive or senior vice presidents. Unless the board of directors shall otherwise provide by resolution duly adopted by it, such of the vice presidents as shall have been designated executive or senior vice presidents and are members of the board of directors in the order specified by the board of directors (or if no vice president who is a member of the board of directors shall have been designated as executive or senior vice president, then such vice presidents as are members of the board of directors in the order specified by the board of directors) shall perform the duties and exercise the powers of the president during the absence or disability of the president. The vice presidents shall perform such other duties as may be delegated to them by the board of directors, any executive committee or the president.

SECTION 7. SECRETARY. The secretary shall attend all meetings of the shareholders, and of the board of directors and of any executive committee, and shall preserve in the books of the corporation true minutes of the proceedings of all such meetings. He or she shall safely keep in his or her custody the seal of the corporation, if any, and shall have authority to affix the same to all instruments where its use is required or permitted. He or she shall give all notice required by the Act, these bylaws or resolution. He or she shall perform such other duties as may be delegated to him or her by the board of directors, any executive committee or the president.

SECTION 8. TREASURER. The treasurer shall have custody of all corporate funds and securities and shall keep in books belonging to the corporation full and accurate accounts of all receipts and disbursements; he or she shall deposit all moneys, securities and other valuable effects in the name of the corporation in such depositories as may be designated for that purpose by the board of directors. He or she shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors whenever requested an account of all his or her transactions as treasurer and of the financial condition of the corporation. If required by the board of directors, he or she shall keep in force a bond in form, amount and with a surety or sureties satisfactory to the board of directors, conditioned for faithful performance of the duties of his or her office, and for restoration to the corporation in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and property of whatever kind in his or her possession or under his or her control belonging to the corporation. He or she shall perform such other duties as may be delegated to him or her by the board of directors, any executive committee or the president.

SECTION 9. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The assistant secretary or assistant secretaries, in the absence or disability of the secretary, shall perform the duties and exercise the powers of the secretary. The

assistant treasurer or assistant treasurers, in the absence or disability of the treasurer, shall perform the duties and exercise the powers of the treasurer. Any assistant treasurer, if required by the board of directors, shall keep in force a bond as provided in Section 8 of this Article. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or by the treasurer, respectively, or by the board of directors, any executive committee or the president.

SECTION 10. DELEGATION OF AUTHORITY AND DUTIES BY BOARD OF DIRECTORS. All officers, employees and agents shall, in addition to the authority conferred, or duties imposed, on them by these bylaws, have such authority and perform such duties in the management of the corporation as may be determined by resolution of the board of directors not inconsistent with these bylaws. In case of the absence of any officer of the corporation, or for any other reason that the Board of Directors may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any director or employee of the corporation, for the time being, provided a majority of the entire Board concurs.

ARTICLE VI INDEMNIFICATION

SECTION 1. INDEMNIFICATION OF DIRECTORS: CLAIMS BY THIRD PARTIES. The corporation shall, to the fullest extent authorized or permitted by the Act or other applicable law, as the same presently exist or may hereafter be amended, but, in the case of any such amendment, only to the extent such amendment permits the corporation to provide broader indemnification rights than before such amendment, indemnify a person who, on or after the date these Amended and Restated Bylaws are adopted, shall serve as a director of the corporation (an "Indemnitee") who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the corporation, by reason of the fact that he or she is or was a director, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and with respect to a criminal action or proceeding, if the Indemnitee had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and, with respect to

a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. INDEMNIFICATION OF DIRECTORS AND OFFICERS: CLAIMS BROUGHT BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall, to the fullest extent authorized or permitted by the Act or other applicable law, as the same presently exist or may hereafter be amended, but, in the case of any such amendment, only to the extent such amendment permits the corporation to provide broader indemnification rights than before such amendment, indemnify an Indemnitee who was or is a party or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with the action or suit, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders. Indemnification shall not be made under this Section for a claim, issue, or matter in which the Indemnitee has been found liable to the corporation except to the extent authorized in Section 6 of this Article.

SECTION 3. ACTIONS BROUGHT BY THE INDEMNITEE. Notwithstanding the provisions of Sections 1 and 2 of this Article, the corporation shall not be required to indemnify an Indemnitee in connection with an action, suit, proceeding or claim (or part thereof) brought or made by such Indemnitee except as otherwise provided herein with respect to the enforcement of this Article, unless such action, suit, proceeding or claim (or part thereof) was authorized by the board of directors of the corporation.

SECTION 4. APPROVAL OF INDEMNIFICATION. An indemnification under Sections 1 or 2 of this Article, unless ordered by the court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper in the circumstances because such Indemnitee has met the applicable standard of conduct set forth in Sections 1 or 2 of this Article, as the case may be, and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the board of directors consisting of directors who are not parties or threatened to be made parties to the action, suit, or proceeding.
- (b) If a quorum cannot be obtained in subsection (a), by majority vote of a committee duly designated by the board of directors and consisting solely of two (2) or more directors not at the time parties or threatened to be made parties to the action, suit or proceeding.

- (c) By independent legal counsel in a written opinion, which counsel shall be selected in one (1) of the following ways:
 - (i) By the board of directors or its committee in the manner prescribed in subsection (a) or (b).
 - (ii) If a quorum of the board of directors cannot be obtained under subsection (a) and a committee cannot be designated under subsection (b), by the board of directors.
- (d) By all independent directors (if any directors have been designated as such by the board of directors or shareholders of the corporation) who are not parties or threatened to be made parties to the action, suit, or proceeding.
- (e) By the shareholders, but shares held by directors, officers, employees, or agents who are parties or threatened to be made parties to the action, suit, or proceeding may not be voted.

In the designation of a committee under subsection (b) or in the selection of independent legal counsel under subsection (c)(ii), all directors may participate.

SECTION 5. ADVANCEMENT OF EXPENSES. The corporation may pay or reimburse the reasonable expenses incurred by an Indemnitee who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply:

- (a) The Indemnitee furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article.
- (b) The Indemnitee furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct.
- (c) A determination is made that the facts then known to those making the determination would not preclude indemnification under the Act.

The undertaking required by subsection (b) must be an unlimited general obligation of the Indemnitee but need not be secured. Determinations and evaluations of payments under this Section shall be made in the manner specified in Section 4 of this Article.

SECTION 6. COURT APPROVAL. An Indemnitee who is a party or threatened to be made a party to an action, suit, or proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court after giving any notice it considers necessary may order indemnification if it determines that the Indemnitee is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he or she met

the applicable standard of conduct set forth in Sections 1 and 2 of this Article or was adjudged liable as described in Section 2 of this Article, but if he or she was adjudged liable, his or her indemnification is limited to reasonable expenses incurred.

SECTION 7. PARTIAL INDEMNIFICATION. If an Indemnitee is entitled to indemnification under Sections 1 or 2 of this Article for a portion of expenses, including reasonable attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation shall indemnify the Indemnitee for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the Indemnitee is entitled to be indemnified.

SECTION 8. INDEMNIFICATION OF EMPLOYEES AND AGENTS. Any person who is not covered by the foregoing provisions of this Article and who is an officer employee or agent of the corporation on or after the date these Amended and Restated Bylaws are adopted, or is serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, on or after such date may be indemnified to the fullest extent authorized or permitted by the Act or other applicable law, as the same exists or may hereafter be amended, but, in the case of any such amendment, only to the extent such amendment permits the corporation to provide broader indemnification rights than before such amendment, but in any event only to the extent authorized at any time or from time to time by the board of directors.

SECTION 9. OTHER RIGHTS OF INDEMNIFICATION. The indemnification or advancement of expenses provided under Sections 1 through 8 of this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation, bylaws, or a contractual agreement. The total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in Sections 1 through 8 of this Article continues as to a person who ceases to be a director, employee, or agent and shall inure to the benefit of the heirs, personal representatives, and administrators of the person.

SECTION 10. DEFINITIONS. "Other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the corporation" shall include any service as a director, employee, or agent of the corporation which imposes duties on, or involves services by, the director, employee or agent with respect to an employee benefit plan, its participants or its beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the corporation or its shareholders" as referred to in Sections 1 and 2 of this Article.

SECTION 11. LIABILITY INSURANCE. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director,

employee or agent of the corporation or is or was serving at the request of the corporation as a director, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify him or her against liability under the pertinent provisions of the Act.

SECTION 12. ENFORCEMENT. If a claim under this Article is not paid in full by the corporation within thirty (30) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the Act for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, a committee thereof, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because such claimant has met the applicable standard of conduct set forth in the Act nor an actual determination by the corporation (including its board of directors, a committee thereof, independent legal counsel or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 13. CONTRACT WITH THE CORPORATION. The right to indemnification conferred in this Article shall be deemed to be a contract right between the corporation and each director who serves in any such capacity at any time while this Article is in effect, and any repeal or modification of this Article shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

SECTION 14. APPLICATION TO A RESULTING OR SURVIVING CORPORATION OR CONSTITUENT CORPORATION. The definition for "corporation" found in Section 569 of the Act, as the same exists or may hereafter be amended is, and shall be, specifically excluded from application to this Article. The indemnification and other obligations set forth in this Article of the corporation shall be binding upon any resulting or surviving corporation after any merger or consolidation with the corporation. Notwithstanding anything to the contrary contained herein or in Section 569 of the Act, no person shall be entitled to the indemnification and other rights set forth in this Article for acting as a director of another corporation prior to such other corporation entering into a merger or consolidation with the corporation.

SECTION 15. SEVERABILITY. Each and every paragraph, sentence, term and provision of this Article shall be considered severable in that, in the event a court finds any paragraph, sentence, term or provision to be invalid or unenforceable, the validity and enforceability, operation, or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected, and this Article shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

ARTICLE VII
STOCK AND TRANSFERS

SECTION 1. SHARE CERTIFICATES: REQUIRED SIGNATURES. The shares of the corporation shall be represented by certificates which shall be signed by the chairman of the board of directors, vice chairman of the board of directors, president or a vice president and which also may be signed by another officer of the corporation. The certificate may be sealed with the seal of the corporation or a facsimile of the seal. The signatures of the officers may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee. If an officer who has signed or whose facsimile signature has been placed upon a certificate ceases to be an officer before the certificate is issued, it may be issued by the corporation with the same effect as if he or she were the officer at the date of issue.

SECTION 2. SHARE CERTIFICATES: REQUIRED PROVISIONS. A certificate representing shares of the corporation shall state upon its face all of the following:

- (a) That the corporation is formed under the laws of this state.
- (b) The name of the person to whom issued.
- (c) The number and class of shares, and the designation of the series, if any, which the certificate represents.

A certificate representing shares issued by a corporation which is authorized to issue shares of more than one (1) class shall set forth on its face or back or state on its face or back that the corporation will furnish to a shareholder upon request and without charge a full statement of the designation, relative rights, preferences and limitations of the shares of each class authorized to be issued, and if the corporation is authorized to issue any class of shares in series, the designation, relative rights, preferences and limitations of each series so far as the same have been prescribed and the authority of the board to designate and prescribe the relative rights, preferences and limitations of other series.

SECTION 3. REPLACEMENT OF LOST OR DESTROYED SHARE CERTIFICATES. The corporation may issue a new certificate for shares or fractional shares in place of a certificate theretofore issued by it, alleged to have been lost or destroyed, and the board of directors may require the owner of the lost or destroyed certificate, or his or her legal representative, to give the corporation a bond sufficient to

indemnify the corporation against any claim that may be made against it on account of the alleged lost or destroyed certificate or the issuance of such new certificate.

SECTION 4. REGISTERED SHAREHOLDERS. The corporation shall have the right to treat the registered holder of any share as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the corporation shall have express or other notice thereof, save as may be otherwise provided by the statutes of Michigan.

SECTION 5. TRANSFER AGENT AND REGISTRAR. The board of directors may appoint a transfer agent and a registrar in the registration of transfers of its securities.

SECTION 6. REGULATIONS. The board of directors shall have power and authority to make all such rules and regulations as the board shall deem expedient regulating the issue, transfer and registration of certificates for shares in this corporation.

ARTICLE VIII
GENERAL PROVISIONS

SECTION 1. DISTRIBUTIONS IN CASH OR PROPERTY. The board of directors may authorize and the corporation may make distributions to its shareholders subject to restriction by the articles of incorporation and/or unless otherwise limited by the articles of incorporation, these bylaws or the Act.

SECTION 2. RESERVES. The board of directors shall have power and authority to set apart such reserve or reserves, for any proper purpose, as the board in its discretion shall approve, and the board shall have the power and authority to abolish any reserve created by the board.

SECTION 3. VOTING SECURITIES. Unless otherwise directed by the board of directors, the president, or in the case of their absence or inability to act, the vice presidents, in order of their seniority, shall have full power and authority on behalf of the corporation to attend and to act and to vote, or to execute in the name or on behalf of the corporation a consent in writing in lieu of a meeting of shareholders or a proxy authorizing an agent or attorney-in-fact for the corporation to attend and vote at any meetings of security holders of corporations in which the corporation may hold securities, and at such meetings he or she or his or her duly authorized agent or attorney-in-fact shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the corporation might have possessed and exercised if present. The board of directors by resolution from time to time may confer like power upon any other person or persons.

SECTION 4. CHECKS. All checks, drafts and orders for the payment of money shall be signed in the name of the corporation in such manner and by such officer or

officers or such other person or persons as the board of directors shall from time to time designate for that purpose.

SECTION 5. CONTRACTS, CONVEYANCES, ETC. Any contract, conveyance or other instrument may be executed in the name and on behalf of this corporation by any of the president, any vice president, secretary or treasurer. The board of directors shall have power to designate the officers and agents who shall have authority to execute any contract, conveyance or other instrument on behalf of this corporation.

SECTION 6. CORPORATE BOOKS AND RECORDS. The corporation shall keep books and records of account and minutes of the proceedings of its shareholders, board of directors and executive committees, if any. The books, records and minutes may be kept outside this state. The corporation shall keep at its registered office, or at the office of its transfer agent in or outside the State of Michigan, records containing the names and addresses of all shareholders, the number, class and series of shares held by each and the dates when they respectively became holders of record. Any of the books, records or minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. The corporation shall convert into written form without charge any record not in written form, unless otherwise requested by a person entitled to inspect the records.

SECTION 7. FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SECTION 8. SEAL. If the corporation has a corporate seal, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Michigan." The seal may be used by causing it or a facsimile to be affixed, impressed or reproduced in any other manner.

ARTICLE IX AMENDMENTS

SECTION 1. The power to amend or repeal the bylaws or adopt new bylaws is reserved exclusively to the shareholders. Such action may be taken by written consent or at any meeting of shareholders; provided that if notice of any such meeting is required by these bylaws, it shall contain notice of the proposed amendment, repeal or new bylaws.

[STAMP]

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
ARTICLES OF ORGANIZATION OF A
DOMESTIC LIMITED LIABILITY COMPANY**

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

1. The name of the limited liability company is

Obscurity Land Development, LLC

(The name must contain the words **limited company** or **limited liability company** or the abbreviation **L.C., LC, L.L.C. or LLC**)

2. A. The name of the limited liability company's initial registered agent is

C T Corporation System

B. The registered agent is **(mark appropriate box)**:

- (1) an **INDIVIDUAL**, who is a resident of Virginia **and**
- a member or manager of the limited liability company.
 - a member or manager of a limited liability company that is a member or manager of the limited liability company.
 - an officer or director of a corporation that is a member or manager of the limited liability company.
 - a general partner of a general or limited partnership that is a member or manager of the limited liability company.
 - a trustee of a trust that is a member or manager of the limited liability company.
 - a member of the Virginia State Bar.

OR

- (2) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

3. The limited liability company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is

4701 Cox Road, Suite, 301
(number/street)

Glen Allen
(city or town)

, VA

23060-6802
(zip)

which is physically located in the county **or** city of Henrico

4. The limited liability company's principal office address, including the street and number is

15880 N Greenway-Hayden Loop, Suite 100
(number/street)

Scottsdale
(city or town)

AZ
(state)

85260
(zip)

5. Organizer(s):

/s/ Jo Lynn White

(signature)

June 8, 2006

(date)

Jo Lynn White

(printed name)

480-627-2700

(telephone number (optional))

SEE INSTRUCTIONS ON THE REVERSE

**OPERATING AGREEMENT OF
OBSCURITY LAND DEVELOPMENT, LLC**

This Operating Agreement is executed as of June 9, 2006, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Obscurity Land Development, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Virginia law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Virginia shall be CT Corporation System, 4701 Cox Road, Suite 301, Glen Allen, Virginia, County of Henrico. The registered office may be changed to any other place within the State of Virginia upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Virginia are CT Corporation System, 4701 Cox Road, Suite 301, Glen Allen, Virginia. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Virginia, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Virginia. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 347.143 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 347.141 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Virginia Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Virginia Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Virginia Law. The laws of the State of Virginia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Virginia Limited Liability Company Act, as set forth in Code of Virginia § 13.1-1000, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: _____
Steven M. Helm
Vice President

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

AMENDED AND RESTATED
JOINT VENTURE AGREEMENT

This Amended and Restated Joint Venture Agreement (this "Restated Agreement") is entered into on December 31, 1996 (the "Effective Date"), by and between Zakaroff Recycling Services, Inc., & California corporation ("Zakaroff"), and Republic Waste Industries, Inc., a California corporation ("Republic").

R E C I T A L S :

A. WHEREAS, Republic's predecessor-in-interest, Rapidway Disposal Service, a California general partnership ("Rapidway") (comprised of Expert Disposal Service, Inc., a California corporation, and Fat Man, Inc., a California corporation), and Zakaroff entered into that certain Joint Venture Agreement dated ____ (the "Agreement") to form Oceanside Waste and Recycling Services, a general partnership ("Oceanside");

B. WHEREAS, Republic has succeeded to the interest of Rapidway in Oceanside;

C. WHEREAS, Oceanside has been formed and has obtained one nonexclusive franchise for commercial solid waste collection services from the City of Beverly Hills (the "Franchise");

D. WHEREAS, Republic is the owner of an additional franchise for commercial solid waste collection services from the City of Beverly Hills (the "Second Franchise");

E. WHEREAS, Zakaroff and Republic desire to restate and amend the Agreement to: (i) consolidate the Second Franchise into Oceanside; (ii) merge all of Republic's accounts into Oceanside; (iii) redefine the expenses, profit and loss sharing ratios; (iv) reallocate the operations and administrative duties; and (v) allocate the responsibility of providing insurance for Oceanside.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Zakaroff and Republic hereby agree as follows;

1. Formation. Zakaroff and Republic have formed a general partnership, Oceanside, for the purpose of carrying out the terms and provisions of this Restated Agreement and for no other purpose without the mutual written consent of Zakaroff and Republic.

2. Purpose. Oceanside shall operate a nonexclusive franchise for commercial solid waste collection services from the City of Beverly Hills and perform the services thereunder. Oceanside has maintained said Franchise, to which The services under the Second Franchise shall be added.

3. Term. The term of Oceanside and this Restated Agreement shall be coterminous with the term of the Franchise.

4. Powers. Oceanside shall have such powers as are necessary or appropriate to carry out its purposes.

5. Territory and Scope. The territory and scope (collectively "Territory") for Oceanside shall be the City of Beverly Hills.

6. Respective Partnership Interests. The respective partnership interests and equity holdings of the parties (the "Partnership Interest") shall be thirty (30%) percent to Zakaroff and seventy (70%) percent to Republic.

7. Definitions.

7.1 Capital Account. The term "Capital Account" shall mean individual accounts established by Oceanside for both Republic and Zakaroff which accounts shall be maintained accordance with Section 1.704(b)(2)(iv) of the regulations under the Internal Revenue Code.

7.2 Distributable Cash. The term "Distributable Cash" shall mean the amount of cash which Oceanside's partners (the "Partners") deem available for distribution to the Partners taking into account all Oceanside debts, liabilities and obligations then due and amounts which the Partners deem necessary to place into reserves for customary and usual claims with respect to the Oceanside's business, including the annual City of Beverly Hills Franchise Fee.

7.3 Fiscal Year. The term "Fiscal Year" shall mean Oceanside's fiscal year, which shall be the calendar year.

8. Operation of Consolidated Franchise. Commencing upon January 1, 1997 (the "Commencement Date"), the Franchise and Second Franchise shall be operated as a single consolidated franchise under Oceanside.

9. Merger of Accounts. Upon the Effective Date, Republic shall merge all its accounts into Oceanside. Upon the Commencement Date Oceanside shall maintain said accounts in accordance with paragraph 16 of this Restated Agreement.

10. Capitalization: Allocation of Profits, Losses and Distribution.

10.1 Initial Capitalization. Initially, Zakaroff contributed \$25,000 and Ripidway contributed \$50,000.

10.2 Additional Capitalization. Unless otherwise mutually agreed by Republic and Zakaroff the parties shall not be required to contribute any other amounts to Oceanside. If the parties mutually agree to make further contributions to Oceanside, such further contributions shall be in proportion to the Partner's Partnership Interest.

10.3 Allocation of Profits, Losses Expenses and Distributions.

The distribution of profits, losses and expenses shall hereby be as follows:

(a) Allocations. Profits and losses of Oceanside for each Fiscal Year shall be allocated in the manner provided in 10.3(b) and 10.3(c) below. Specifically, all revenues will be allocated in the manner provided in 10.3(b) and all expenditures will be allocated in the manner provided in 10.3(c). It is acknowledged that notwithstanding the fact that Oceanside operates on a fiscal year, revenues and expenses under 10.3(b) and 10.3(c) shall be allocated based on a Franchise Year basis (i.e., March 1 to February 28).

(b) Profits. The profits shall be allocated thirty (30%) percent to Zakaroff and seventy (70%) percent to Republic, in accordance with their Partnership Interests.

(c) Expenses. All partnership losses and expenses, including, but not limited to, the expenses set forth as item numbers 2 through 12 in the Division of Responsibilities chart ("Responsibilities Chart"), in Exhibit "A" attached hereto and incorporated herein by this reference ("Oceanside Expenses"), shall be allocated thirty (30%) percent to Zakaroff and seventy (70%) percent to Republic, in accordance with their Partnership Interests. Notwithstanding the foregoing, costs and expenses associated with equipment, labor and administrative overhead shall be paid directly by the party to whom the duty is allocated pursuant to the Responsibilities Chart. Oceanside Expenses shall continue to be paid out of operating revenue derived from Oceanside's operation. In the event there is insufficient operating revenue to pay Oceanside Expenses, then such expenses shall be borne as allocated in this paragraph 10.3 by the parties.

(d) Distributions of Distributable Cash. Distributable Cash shall first be distributed to the parties so as to return the capital contributions made by the parties pursuant to paragraph 10.1 hereof. Any remaining Distributable Cash shall be distributed as a distribution of the profits or losses allocable to the parties under paragraphs 10.3(a)-(c) hereof.

11. Labor and Equipment Upon the Commencement Date, Republic shall provide the drivers, swamper and collection vehicles necessary to service Oceanside's accounts, with the exception that Zakaroff shall share the responsibility of providing recycling drivers and vehicles, as allocated in item numbers 26 and 28 of the Responsibility Chart. At that time, Republic shall be the lead partner in operations.

12. Liability. Republic and Zakaroff shall be jointly and severally liable for all liabilities and obligations hereunder and under the Franchise and the Second Franchise (collectively the "Franchises"), however said liability shall be subject to paragraph 14. Each party hereby indemnifies the other from and against any and all claims, demands, liabilities, obligations, lawsuits, causes of action, damages, losses, judgments and costs and expenses (including reasonable attorneys' fees) which arise from the indemnifying parties' activities or actions which are not authorized by this Restated Agreement or the Franchises.

13. Insurance. Zakaroff and Republic shall continue to maintain general liability insurance in such amounts as are reasonable for the business and services conducted, operated and provided hereunder and under the Franchises, provided however that Republic shall provide and maintain the excess liability Insurance for Oceanside, which meets the umbrella requirement under that certain contract with the City of Beverly Hills, dated February 14, 1995. Republic shall provide the insurance certificate for said insurance to the City of Beverly Hills in the name of Oceanside (on behalf of both Partners). Notice of all claims, lawsuits and the like shall be given to the other party within a reasonable time of discovery or notice thereof.

14. Contribution. In the event either Partner pays more of any Oceanside liability or expenses than is otherwise required pursuant to its Partnership Interest, such party shall be entitled to receive from the other Partner an amount of money sufficient to reduce such Partner's expenditure to an amount equal to that which is required pursuant to such Partner's Partnership Interest.

15. Management. Republic and Zakaroff shall each have one (1) vote in the management of Oceanside and shall consult on all issues facing Oceanside.

16. Administrative Services. Zakaroff shall be the lead Partner with regard to communicating with the City of Beverly Hills. The division of administrative among Oceanside, Zakaroff and Republic shall be in accordance with the Responsibilities Chart.

17. Sales. Both parties shall use their best efforts in selling the services of Oceanside and expanding existing routes in the Territory. Zakaroff will dedicate one salesperson and Republic will dedicate two salespeople to account retention and new account acquisition, in accordance with item number 29 of the Responsibilities Chart.

18. Termination. This Restated Agreement shall be terminable only in accordance with the terms and conditions of the Franchise. Upon termination of Oceanside all assets shall be sold or divided and profits or losses on such sale allocated among the parties as provided in paragraph 10 hereof. All assets shall thereupon be distributed to the Partners in accordance with the positive balances in their respective capital accounts.

19. Banking. Oceanside shall have a separate bank account. signatories of the bank account shall be determined by mutual agreement of the parties.

20. Arbitration. Any controversy or claim directly or indirectly arising out of or relating to this Restated Agreement, or the breach hereof, shall be settled by arbitration in

27. Severability. If any provision of this Restated Agreement or portion thereof is held to be unenforceable or invalid, the remaining provisions and portions thereof shall nevertheless be given full force and effect to the extent that the intent of the parties hereto can be enforced.

28. Binding Effect. This Restated Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal and personal representatives.

IN WITNESS WHEREOF, this Amended and Restated Joint Venture Agreement has been executed and deemed effective as of the date first above written.

ZAKAROFF RECYCLING SERVICES, INC., a
California corporation

By: /s/ MARK O. BOZAJIAN

Name: MARK O. BOZAJIAN

Its: PRESIDENT

REPUBLIC WASTE INDUSTRIES, INC.

By: [ILLEGIBLE]

Name: [ILLEGIBLE]

Its: Counsel

EXHIBIT A
Oceanside Waste
Division of Responsibilities
Beverly Hills Contract

	<u>(1)</u> Oceanside Waste	<u>(2)</u> ZRS Direct	<u>(2)</u> RWI Direct
1. Revenue — F/L, R/O & Recycling	X		
2. Disposal — Landfill and transfer station tipping fees	X		X
3. City recycling fees (\$45.00/tan collected)	X		
4. Environmental liability fund expenses (\$55.00/tan disposed)	X		
5. Franchise fees (10% on from leader — 11% on roll-off)	X		
6. General liability insurance	X(3)	X(3)	X(3)
7. Telephone bill (Oceanside Waste phone line coming into ZRS)	X		
8. Outside legal & accounting fees (including preparation of financial statements and taz returns)	X		
9. Fees for maintaining OW checking account	X		
10. Collection fees — court costs, filling fees, NSF checks, etc.	X		
11. Cost of all printed material — printed checks, envelopes, letterhead, service agreements, bin and, track signage (stickars), etc.	X		
12. Any other outside services	X		
13. Billing function — printing and mailing (including postage) of invoices			
a. Front-loader accounts		X	
b. Roll-off accounts			X
14. Collections fancies — customer contact and pursuing delinquencies			
a. Front-loader accounts		X	
b. Roll-off accounts			X
15. Processing new accounts, accounts changes, cancellations			
a. Front-loader accounts		X	
b. Roll-off accounts			X
16. Customer service function — answering customer complains, Inquiries, container exchange requests, new account information			
a. Front-loader accounts		X	
b. Roll-off accounts			X
17. Maintenances of accounting system and preparation of in-house financial			

EXHIBIT A

	(1) Oceanside Waste	(2) ZRS Direct	(2) RWI Direct
statements and allocations		X	
18. Accounts receivable functions			
a. Front-loader accounts		X	
b. Roll-off accounts (note: daily reporting from RWI to ZRS)			X
19. Cash receipts function — front loader and roll-off accounts (Notes: daily reporting from ZRS to RWI)		X	
20. Accounts payable function — inputting vendor invoices, etc.		X	
21. Cash disbursements function — making vendor payments (including postage)		X	
22. Preparation and submissions of City reports and data accumulation		X	
23. Principal City interface and contract administration		X	
24. Coordinating yearly audit with City		X	
25. Providing containers (exchanges & deliveries) and container repair			
a. Front-loader bins		X	
b. Roll-off containers			X
26. Providing collection vehicles (including fuel, maintenance, license fees, insurance, tires, etc.)			
a. Front — loader & scout			X
b. Roll-off			X
c. Recycling		X(4)	X(4)
27. Providing dispatch services			
a. Front-loader		X	X
b. Roll-off			X
28. Providing driver and swamper labor			
a. Front-loader			X
b. Roll-off			X
c. Recycling		X(4)	X(4)
d. Scout			X
29. Sales Force			
a. Front-loader		X(5)	X(5)
b. Roll-off			X

EXHIBIT A

Footnote:

- (1) Amounts shall be allocated in accordance with partnership equity holdings (RWI — 70%, ZRS amounts billed shall be deposited into OW checking account and disbursements relating to expenses in this category shall be paid out of OW checking account.
- (2) Represents responsibilities of and expenses incurred directly by each partner which shall not be run through partnership account.
- (3) Each partner shall maintain general liability insurance, however, RWI shall provide an insurance certificate to the City in the name of OW (on behalf of both partners) and which meets the umbrella coverage requirements under the City contract.
- (4) ZRS shall continue servicing source Separated recycling accounts using truck #352 (bin program for fiber accounts) and truck #354 (front-loader program from commingled recyclables accounts) and RWI shall continue recycling of roll-off accounts and front-loader accounts for mixed waste sorting.
- (5) ZRS shall provide one salesperson as needed and RWI shall provide two salespersons as needed for account retention and new account acquisition.

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EXHIBIT A

AMENDMENT TO
AMENDED AND RESTATED JOINT VENTURE AGREEMENT
OF OCEANSIDE WASTE AND RECYCLING SERVICES

This Amendment (this "Amendment") is entered into on September 4, 2009, by and between Zakaroff Services, a California corporation ("Zakaroff"), and Republic Services, Inc., a Delaware corporation ("Republic" and, together with Zakaroff).

WHEREAS, Zakaroff and Republic are all of the partners of Oceanside Waste and Recycling Services, a California general partnership ("Oceanside"), which general partnership is governed by that certain Amended and Restated Joint Venture Agreement, dated December 31, 1996 (the "Amended and Restated JV Agreement");

WHEREAS, the Amended and Restated JV Agreement incorrectly sets forth the names of Oceanside's partners as Zakaroff Recycling Services, Inc. and Republic Waste Industries, Inc.; and

WHEREAS, Zakaroff and Republic desire to amend the Amended and Restated JV Agreement to: (i) set forth the correct names of Oceanside's partners and (ii) change the terms governing the term and termination of Oceanside.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Zakaroff and Republic hereby agree to amend the Amended and Restated JV Agreement as follows:

1. Names of Partners.

a. In the introductory paragraph of the Amended and Restated JV Agreement: (i) "Zakaroff Recycling Services, Inc." is hereby deleted and replaced with "Zakaroff Services" and (ii) "Republic Waste Industries, Inc., a California corporation" is hereby deleted and replaced with "Republic Services, Inc., a Delaware corporation."

b. The terms "Zakaroff" and "Republic" as each is used throughout the Amended and Restated JV Agreement shall respectively mean "Zakaroff Services" and "Republic Services, Inc."

2. Notices. The addresses for each of Zakaroff and Republic set forth in paragraph 24 of the Amended and Restated JV Agreement are hereby deleted and replaced with the following:

If to Zakaroff:	Zakaroff Services 18500 N. Allied Way Phoenix, AZ 85054 Facsimile No.: 480-627-2701 Attention: President
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If to Republic:

Republic Services, Inc.
18500 N. Allied Way
Phoenix, AZ 85054
Facsimile No.: 480-627-2701
Attention: President

3. Term, Paragraph 3 of the Amended and Restated JV Agreement is hereby deleted in its entirety and replaced with the following:

Term. The term of Oceanside shall continue until December 31, 2050, unless (i) Oceanside is dissolved earlier as set forth in the Amended and Restated JV Agreement, as amended by this Amendment or (ii) is continued by the Partners.

4. Termination, Paragraph 18 of the Amended and Restated JV Agreement is hereby deleted in its entirety and replaced with the following:

Termination. Oceanside shall dissolve upon the first to occur of any of the following events: (i) the expiration of the term of Oceanside as set forth herein, unless that term is extended by all Partners; (ii) the unanimous election of the Partners to dissolve Oceanside; or (iii) the dissolution of Oceanside within the meaning of the provisions of the California Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law). Upon termination of Oceanside all assets shall be sold or divided and profits or losses on such sale allocated among the Partners as provided in paragraph 10 hereof. All assets shall thereupon be distributed to the Partners in accordance with the positive balances in their respective Capital Accounts.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been executed and deemed effective as of the date first above written.

ZAKAROFF SERVICES,
a California corporation

By: /s/ Catharine D. Ellingsen
Name: Catharine D. Ellingsen
Its: Vice President & Asst. Secretary

REPUBLIC SERVICES, INC.,
a Delaware corporation

By: /s/ Catharine D. Ellingsen
Name: Catharine D. Ellingsen
Its: Vice President & Asst. Secretary

[Signature Page to Oceanside Amendment]

**CERTIFICATE OF INCORPORATION
OF
OHIO REPUBLIC CONTRACTS, II, INC.**

1. The name of the Corporation is Ohio Republic Contracts, II, Inc. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, no par value.
5. The name and mailing address of the incorporator are as follows:
Susan M. Wissink
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Director of the Corporation and his respective address is as follows:
Rick Wojahn
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260
 7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
-

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 8th day of June, 2000.

/s/ Susan M. Wissink
Susan M. Wissink, Incorporator

**AMENDED AND RESTATED BYLAWS
OF
OHIO REPUBLIC CONTRACTS, II, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article III, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article III shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article III, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article III but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article III.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article III to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



Prescribed by **J. Kenneth Blackwell**

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J. KENNETH BLACKWELL
SECRETARY OF STATE

ARTICLES OF INCORPORATION

(Under Chapter 1701 of the Ohio Revised Code)
Profit Corporation

The undersigned, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Ohio Revised Code, do hereby state the following:

FIRST. The name of said corporation shall be: Ohio Republic Contracts, Inc.

SECOND. The place in Ohio where its principal office is to be located is
1300 E. 9th Street, Cleveland County, Ohio
(city, village or township)

THIRD. The purpose(s) for which this corporation is formed is:
any lawful act or activity for which corporations may be organized.

FOURTH. The number of shares which the corporation is authorized to have outstanding is: 1,000 Common
(Please state whether shares are common or preferred, and their par value, if any. Shares will be recorded as common with no par value unless otherwise indicated.)

IN WITNESS WHEREOF, we have hereunto subscribed our names, on 1/26/00
(date)

Signature: [Signature], Incorporator
Name: Kenneth Lee

Signature: _____, Incorporator
Name: _____

Signature: _____, Incorporator
Name: _____

COPY

**AMENDED AND RESTATED BYLAWS
OF
OHIO REPUBLIC CONTRACTS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in detennining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

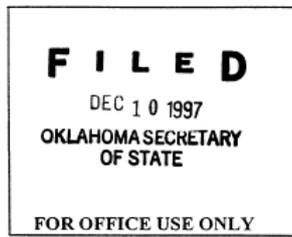
Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



FEE: \$100.00

ARTICLES
OF
ORGANIZATION

PLEASE PRINT CLEARLY
FILE IN DUPLICATE

TO: THE OKLAHOMA SECRETARY OF STATE, 101 State Capitol, Oklahoma City, OK 73105

The undersigned, for the purpose of forming an Oklahoma limited liability company pursuant to the provisions of 18 O.S. 1992 Supp., Section 2004, does hereby execute the following articles:

1. The name of the limited liability company (**Note:** The name must contain either the words "limited liability company" or "limited company" or the abbreviations "L.L.C." or "L.C." The word "limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co.");

OKLAHOMA CITY LANDFILL L.L.C.

2. The street address of its principal place of business in the state of Oklahoma:

7001 South Bryant Street, Oklahoma City, Oklahoma 73149

Street address	City	State	Zip Code
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3. The name and address of the resident agent in the state of Oklahoma:

THE CORPORATION COMPANY,	735	1st National	Bldg.,	Oklahoma City,	Oklahoma 73102
Name	Street Address	City	State		Zip Code

(P.O. Boxes are **not** acceptable.)

4. The latest date on which the limited liability company is to dissolve: December 31,2099

Articles of organization must be signed by at least one person who need not be a member of the limited liability company.

Dated: December 8, 1997

Signature:	/s/ Steven M. Helm
Type or Print Name:	Steven M. Helm
Address:	15880 N. GREEUWAY - HAYDEN LOOP Scottsdale AZ 85260

**OPERATING AGREEMENT OF
OKLAHOMA CITY LANDFILL, LLC**

This Operating Agreement is executed as of December 10, 1997 by Allied Waste Systems, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Oklahoma City Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Oklahoma law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Oklahoma shall be The Corporation Company, 735 1st National Building, Oklahoma City, Oklahoma. The registered office may be changed to any other place within the State of Oklahoma upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Oklahoma are The Corporation Company, 735 1st National Building, Oklahoma City, Oklahoma. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Oklahoma, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Oklahoma. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 2037 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 2039 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Oklahoma Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Oklahoma Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Oklahoma Law. The laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Oklahoma Limited Liability Company Act, as set forth in Title 18, Section 2000, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Systems, Inc.,
a Delaware corporation

By: /s/ Donald W. Slager
Its: President

EXHIBIT A

Name and Address of the Member

Allied Waste Systems, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$ 100.00

ARTICLES OF INCORPORATION
FOR
OSCAR'S COLLECTION SYSTEM
OF FREMONT INC.

I, the undersigned, a natural person of the age of twenty-one years, or more, acting as an incorporator of a corporation under the Nebraska Business Corporation Act, adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

NAME

The name of the Corporation is: Oscar's Collection System of Fremont Inc.

ARTICLE II

DURATION

The period of the Corporation's duration is perpetual.

ARTICLE III

PURPOSES

The purposes for which this Corporation is organized are:

(a) To conduct a business of operating automated refuse collection and disposal systems.

(b) To do everything necessary, proper, advisable or convenient for the accomplishment of the purposes hereinabove set forth, and to do all other things incidental thereto or connected therewith which are not forbidden by the laws of the State of Nebraska or by these Articles of Incorporation.

ARTICLE IV

POWERS

The Corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporation Act and any enlargement of such powers conferred by subsequent legislative acts, and, in addition thereto, the Corporation shall have and exercise all powers and rights, not otherwise denied corporations by the Laws of the State of Nebraska, as are necessary, suitable, proper, convenient, or expedient to the attainment of the purposes set forth in Article III above.

ARTICLE V

AUTHORIZED SHARES

The aggregate number of shares which the Corporation shall have the authority to issue is One Hundred thousand (100,000) shares of common stock and the par value of each of said shares shall be One Dollar (\$1.00).

ARTICLE VI

INTEREST OF DIRECTORS IN TRANSACTIONS

In the absence of fraud, no contract or other transaction between the Corporation and any other person, corporation, firm, syndicate, association, partnership, or joint venture shall be wholly or partially invalidated or otherwise affected by reason of the fact that one or more of the directors of the Corporation are or become directors or officers of such other corporation, firm, syndicate, or association, or members of such partnership or joint venture, or are pecuniarily or otherwise interested in such contractual transaction, provided that the fact that such director or directors of the Corporation are so situated or so interested or both, shall be disclosed or shall have been known to the Board of Directors of the Corporation. Any director or officer of the Corporation who is also a director or officer of such other corporation, firm, syndicate, or association, or a member of such partnership, or joint venture, or pecuniarily or otherwise interested in such contract or transaction, may be counted for the purpose of determining the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract or transaction and in the absence of fraud, and as long as he acts in good faith, any such director may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not a director or officer or such other corporation, firm, syndicate, or association, or a member of such partnership, or joint venture, or pecuniarily or otherwise interested in such contract or transaction.

ARTICLE VII

STOCKHOLDERS' LIABILITY

The private property of any of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

ARTICLE VIII

INITIAL REGISTERED OFFICE AND INITIAL REGISTERED AGENT

The street address of the initial registered office of the Corporation is: 525 Farm Credit Building, Omaha, Nebraska, 68102, and the address of the registered agent at such address is Timothy J. McReynolds.

ARTICLE IX

NAME AND ADDRESS OF INCORPORATORS

The name and address of the Incorporator is:

Timothy J. McReynolds
525 Farm Credit Building
Omaha, Nebraska 68102

Dated: October 1, 1977

/s/ Timothy J. McReynolds
INCORPORATOR

BY-LAWS

OF

Oscar's Collection Systems of Fremont, Inc.

ARTICLE I — OFFICES

The office of the Corporation shall be located in the City and State designated in the Articles of Incorporation. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time, determine.

ARTICLE II — MEETING OF SHAREHOLDERS

Section 1—Annual Meeting:

The annual meeting of the shareholders of the Corporation shall be held within five months after the close of the fiscal year of the Corporation, for the purpose of electing directors, and transacting such other business as may properly come before the meeting.

Section 2—Special Meetings:

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President, and shall be called by the President or the Secretary at the written request of the holders of ten per cent (10%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the Business Corporation Act.

Section 3—Place of Meetings:

All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places as shall be designated in the notices or waivers of notice of such meetings.

Section 4—Notice of Meetings:

(a) Written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten or more than fifty days before the meeting, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to the Business Corporation Act, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting, in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 5—Quorum:

(a) Except as otherwise provided herein, or by statute, or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the "Articles of Incorporation"), at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present.

Section 6—Voting:

(a) Except as otherwise provided by statute or by the Articles of Incorporation, any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

(b) Except as otherwise provided by statute or by the Articles of Incorporation, at each meeting of shareholders, each holder of record of shares of the Corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his name on the books of the Corporation.

(c) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the persons executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

ARTICLE III — BOARD OF DIRECTORS

Section 1—Number, Election and Term of Office:

(a) The number of the directors of the Corporation shall be three (3), unless and until otherwise determined by vote of a majority of the entire Board of Directors. The number of Directors shall not be less than three, unless all of the outstanding shares are owned beneficially and of record by less than three shareholders, in which event the number of directors shall not be less than the number of shareholders.

(b) Except as may otherwise be provided herein or in the Articles of Incorporation, the members of the Board of Directors of the Corporation, who need not be shareholders, shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

(c) Each director shall hold office until the annual meeting of the shareholders next succeeding his election, and until his successor is elected and qualified, or until his prior death, resignation or removal.

Section 2—Duties and Powers:

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except as are in the Articles of Incorporation or by statute expressly conferred upon or reserved to the shareholders.

Section 3—Annual and Regular Meetings; Notice:

(a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders, at the place of such annual meeting of shareholders.

(b) The Board of Directors, from time to time, may provide by resolution for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which

such action was taken within the time limited, and in the manner set forth in paragraph (b) of Section 4 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 4.

Section 4—Special Meetings; Notice:

(a) Special Meetings of the Board of Directors shall be held whenever called by the President or by one of the directors, at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Notice of special meetings shall be mailed directly to each director, addressed to him at his residence or usual place of business, at least two (2) days before the day on which the meeting is to be held, or shall be sent to him at such place by telegram, radio or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. A notice, or waiver of notice, except as required by Section 8 of this Article III, need not specify the purpose of the meeting.

(c) Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 5—Chairman:

At all meetings of the Board of Directors, the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman, or he shall be absent, then the President shall preside, and in his absence, a Chairman chosen by the Directors shall preside.

Section 6—Quorum and Adjournments:

(a) At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these By-Laws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 7—Manner of Acting:

(a) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(b) Except as otherwise provided by statute, by the Articles of Incorporation, or by these By-Laws, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 8—Vacancies:

Any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors, though less than a quorum, at any regular meeting or special meeting of the Board of Directors called for that purpose.

Section 9—Resignation:

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 10— Removal:

Any director may be removed with or without cause at any time by the shareholders, at a special meeting of the shareholders called for that purpose, and may be removed for cause by action of the Board.

Section 11—Salary:

No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12—Contracts:

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated, nor shall any director be liable in any way by reason of the fact that any one or more of the directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other Corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which such action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

Section 13 — Committees:

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees, and alternate members thereof, as they deem desirable, each consisting of three or more members, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

ARTICLE IV — OFFICERS

Section 1 — Number, Qualifications, Election and Term of Office:

(a) The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more Vice Presidents, as the Board of Directors may from time to time deem advisable. Any officer other than the Chairman of the Board of Directors may be, but is not required to be, a director of the Corporation. Any two or more offices may be held by the same person, except the offices of President and Secretary.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

Section 2 — Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3 — Removal:

Any officer may be removed, either with or without cause, and a successor elected by the Board at any time.

Section 4 — Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by the Board of Directors.

Section 5 — Duties of Officers:

Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these By-Laws, or may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Corporation.

Section 6 — Sureties and Bonds:

In case the Board of Directors shall so require, any officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

Section 7 — Shares of Other Corporations:

Whenever the Corporation is the holder of shares of any other corporation, any right or power of the Corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the Corporation by the President, any Vice President, or such other person as the Board of Directors may authorize.

ARTICLE V — SHARES OF STOCK

Section 1 — Certificate of Stock:

(a) The certificates representing shares of the Corporation shall be in such form as shall be adopted by the Board of Directors, and shall be numbered and registered in the order issued. They shall bear the holder's name and the number of shares, and shall be signed by (i) the Chairman of the Board or the President or a Vice President, and (ii) the Secretary, or any Assistant Secretary, and may bear the corporate seal.

(b) No certificate representing shares shall be issued until the full amount of consideration therefor has been paid, except as otherwise permitted by law.

(c) The Board of Directors may authorize the issuance of certificates for fractions of a share which shall entitle the holder to exercise voting rights, receive dividends and participate in liquidating distributions, in proportion to the fractional holdings; or it may authorize the payment in cash of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the signature of an officer or agent of the Corporation, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder, except as therein provided.

Section 2 — Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss or destruction of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate theretofore issued by it, alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the Board of Directors in its discretion may require, the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the Corporation a bond in such sum as the Board may direct, and with such surety or sureties as may be satisfactory to the Board, to indemnify the Corporation against any claims, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 3 — Transfers of Shares:

(a) Transfers of shares of the Corporation shall be made on the share records of the Corporation only by the holder of record thereof, in person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4 — Record Date:

In lieu of closing the share records of the Corporation, the Board of Directors may fix, in advance, a date not exceeding fifty days, nor less than ten days, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to any adjournment thereof, unless the directors fix a new record date for the adjourned meeting.

ARTICLE VI — DIVIDENDS

Subject to applicable law, dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

ARTICLE VII — FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

ARTICLE VIII — CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE IX — AMENDMENTS

Section 1 — By Shareholders:

All by-laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of directors.

Section 2 — By Directors:

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, by-laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto as in this Article IX above-provided may alter, amend or repeal by-laws made by the Board of Directors, except that the Board of Directors shall have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the by-laws with respect to the removal of directors or the filling of vacancies in the Board resulting from the removal by the shareholders. If any by-laws regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors, the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

The undersigned certify the foregoing by-laws have been adopted as the first by-laws of the Corporation, in accordance with the requirements of the Business Corporation Act.

Dated: 10/11/99

/s/ Ronald B. Roots

President

By-Laws - 12

**ENDORSED
FILED**

In the office of the Secretary of State
of the State of California

AUG 18 1997


BILL JONES, Secretary of State

ARTICLES OF INCORPORATION

OF

Otay Landfill, Inc.

FIRST: That the name of the corporation is Otay Landfill, Inc .

SECOND: The name of this corporation's initial agent for service of process in the State of California is:

C T CORPORATION SYSTEM

THIRD: This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is: One Thousand (1,000).

FOURTH: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession, permitted to be incorporated by the California Corporations Code.

FIFTH: The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California.

IN WITNESS WHEREOF, the undersigned has executed these Articles this Aug 15, 1997

Janice L. Rockey

Incorporator

**AMENDED AND RESTATED BYLAWS
OF
OTAY LANDFILL, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only

evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may

be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise

provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract

or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the

Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the

affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and

powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or

to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article III (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article III, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article III, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary

determination in the specific case under Section 3 of this Article III, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article III. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article III, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article III nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article III shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article III.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article III shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article III shall be made to the fullest extent permitted by law. The provisions of this Article III shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article III but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
EPPING SANITARY LANDFILL, INC.

FIRST: The name of the corporation is Epping Sanitary Landfill, Inc.

SECOND: The registered office of the corporation in the State of Delaware is located at 1310 King Street, Wilmington, New Castle County, Delaware, and its registered agent is Prickett, Jones, Elliott & Kristol, P.A.

THIRD: The nature of the business and the objects and purposes to be transacted, promoted and carried on are to do any or all of the things herein mentioned as fully and to the same extent as natural persons might or could do, and in any part of the world, viz:

To purchase, take, own, hold, deal in, mortgage or otherwise lien and to lease, sell, exchange, convey, transfer or in any manner whatever dispose of real property, within or without the State of Delaware.

To manufacture, purchase or otherwise acquire and to hold, own, mortgage or otherwise lien, pledge, lease, sell, assign, exchange, transfer or in any manner dispose of, and to invest, deal and trade in and with goods, wares, merchandise and personal property of any and every class and description, within or without the State of Delaware.

To acquire the good will, rights and property and to undertake the whole or any part of the assets and liabilities of any person, firm, association or corporation; to pay for the same in cash, the stock of this company, bonds or otherwise; to hold or in any manner to dispose of the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of such business.

To guarantee, purchase or otherwise acquire, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock, bonds or other evidences of indebtedness created by other corporations and while the holder of such stock to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

To purchase or otherwise acquire, apply for, register, hold, use, sell or in any manner dispose of and to grant licenses or other rights in and in any manner deal with patents, inventions, improvements, processes, formulas, trademarks, trade names, rights and licenses secured under letters patent, copyrights or otherwise.

To enter into, make and perform contracts of every kind for any lawful purpose, with any person, firm, association or corporation, town, city, county, body politic, state, territory, government or colony or dependency thereof.

To borrow money for any of the purposes of the corporation and to draw, make, accept, endorse, discount, execute, issue, sell, pledge or otherwise dispose of promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable, transferable or non-transferable instruments and evidences of indebtedness and to secure the payment thereof and the interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation at the time owned or thereafter acquired.

To purchase, hold, sell and transfer the shares of its capital stock.

To have one or more offices and to conduct any or all of its operations and business and to promote its objects, within or without the State of Delaware, without restriction as to place or amount.

To carry on any other business in connection therewith.

To do any or all of the things herein set forth as principal, agent, contractor, trustee or otherwise, alone or in company with others.

The objects and purposes specified herein shall be regarded as independent objects and purposes and, except where otherwise expressed, shall be in no way limited or restricted by reference to or inference from the terms of any other clause or paragraph of this certificate of incorporation.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) capital shares with no par value.

FIFTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any Court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such a manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such

compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if made, be binding upon all of the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

SIXTH: The corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, upon a plea of nolo contendere or equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SEVENTH: The name and address of the incorporator is Elizabeth S. Gregg, 1310 King Street, Wilmington, Delaware 19899.

EIGHTH: The Board of Directors shall have the power to make, alter or repeal the By-Laws.

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law and all rights conferred on officers, directors and stockholders herein are granted subject to this reservation.

THE UNDERSIGNED INCORPORATOR, for the purposes of forming a corporation, in pursuance of an act of the legislature of the State of Delaware entitled "An Act Providing a General Corporation Law" (approved March 10, 1899) and the act amendatory thereof and supplemental thereto, does make and file this Certificate of Incorporation, hereby declaring and certifying that the facts herein stated are true and accordingly has hereunto set her hand and seal this 19th day of January, 1981.

By: /s/ Elizabeth S. Gregg
INCORPORATOR

IN THE PRESENCE OF:

By: [Illegible]

STATE OF DELAWARE :
 : ss.
NEW CASTLE COUNTY :

BE IT REMEMBERED that on this 19 day of January, 1981, personally appeared before me, the subscriber, a Notary Public for the State and County aforesaid, Elizabeth S. Gregg, the party to the foregoing Certificate of Incorporation, known to me personally to be such and acknowledged the said Certificate to be her act and deed and that the facts therein stated were truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

By: ILLEGIBLE
NOTARY PUBLIC

FILED

MAY 11 1988

10 Am
Malcolm B. ...
RECORDED & INDEXED

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

EPPING SANITARY LANDFILL, INC., (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said Corporation, by the unanimous written consent of its members, filed with the minutes of the Board adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Epping Sanitary Landfill, Inc., be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:
"The name of the corporation is Laidlaw Waste Systems (Pennsylvania) Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of section 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by Leslie W. Haworth, its Vice-President, Finance and attested by Ivan R. Cairns, its Secretary, this 28th day of April, 1988.

EPPING SANITARY LANDFILL, INC.

By: /s/ Leslie W. Haworth
Vice-President, Finance

ATTEST:

By: /s/ Ivan R. Cairns
Secretary

RECEIVED FOR RECORD

MAY 17 1988

William M. Honey, Recorder

FILED

NOV 14 1988

10 Am

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

LIDLAW WASTE SYSTEMS (PENNSYLVANIA) INC. a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,
DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the board adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Laidlaw Waste Systems (Pennsylvania) Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

“FIRST: The name of the Corporation is Laidlaw Waste Systems (Michigan) Inc.”

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of section 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Laidlaw Waste Systems (Pennsylvania) Inc. has caused this certificate to be signed by Leslie W. Haworth, its Vice-President and Ivan R. Cairns, its Secretary, this 9th day of November, 1988.

LAIDLAW WASTE SYSTEMS
(PENNSYLVANIA) INC.

By: /s/ Leslie W. Haworth
Leslie W. Haworth, Vice-President

ATTEST:

By: /s/ Ivan R. Cairns
Ivan R. Cairns, Secretary

RECEIVED FOR RECORD
NOV 16 1988
William M. Honey, Recorder

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
LAIDLAW WASTE SYSTEMS (MICHIGAN) INC.**

Laidlaw Waste Systems (Michigan) Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Laidlaw Waste Systems (Michigan) Inc. be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

“**Article I.** The name of the corporation is Ottawa County Landfill, Inc.”

SECOND: That in lieu of a meeting and vote of the stockholders, the stockholders have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Laidlaw Waste Systems (Michigan) Inc. has caused this certificate to be signed by Don Slager, its Executive Vice President, this 11th day of December, 1997.

Laidlaw Waste Systems (Michigan) Inc.,
a Delaware corporation

By: /s/ Don Slager
Don Slager, Executive Vice President

BY-LAWS OF EPPING SANITARY LANDFILL, INC.

(a Delaware corporation)

ARTICLE I

Meetings of Stockholders

Section 1

Annual Meeting. The annual meeting of the stockholders of Epping Sanitary Landfill, Inc. (the "Corporation") for the election of directors and for the transaction of such other business as may come before the meeting shall be on the 15th day of March of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, at such time as shall be designated by the Board of Directors or the President. If the annual meeting shall not be held on the day hereinabove provided for, the Board shall call a special meeting for the election of directors, which meeting shall be held within two months after said day.

Section 2

Special Meetings. Special meetings of the stockholders, unless otherwise prescribed by statute, may be called at any time by the Board or the President and shall be called by the President or Secretary at the request in writing of stockholders of record owning at least fifty percentum of the shares of stock of the corporation outstanding and entitled to vote.

Section 3

Notice of Meetings. Notice of the place, date and time of the holding of each annual and special meeting of the stockholders and, in the case of a special

meeting, the purpose or purposes thereof, shall be given personally or by mail in a postage prepaid envelope to each stockholder entitled to vote at such meeting, not less than ten nor more than sixty days before the date of such meeting, and, if mailed, it shall be directed to such stockholder at his address as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy. Unless the Board shall fix, after the adjournment, a new record date for an adjourned meeting, notice of such adjourned meeting need not be given if the time and place to which the meeting shall be adjourned were announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 4

Place of Meetings. Meetings of the stockholders may be held at such place, within or without the State of Delaware, as the Board or the officer calling the same shall specify in the notice of such meeting, or in a duly executed waiver of notice thereof.

Section 5

Quorum. At all meetings of the stockholders the holders of a majority of the votes of the shares of stock of the Corporation issued and outstanding and entitled to vote shall be present in person or by proxy to constitute a quorum for the transaction of any business, except when stockholders are required to vote by class, in which event a majority of the issued and outstanding shares of the appropriate class shall be present in person or by proxy, or except as otherwise provided by statute or in the Certificate of Incorporation. In the absence of a quorum, the holders of a majority of the shares of stock present in person or by proxy and entitled to vote, or if no stockholder entitled to vote is present, then any officer of the Corporation may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally called.

Section 6

Organization. At each meeting of the stockholders, the President, or in his absence or inability to act, any person chosen by a majority of those stockholders present, in person or by proxy and entitled to vote, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

Section 7

Order of Business. The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting.

Section 8

Voting. Except as otherwise provided by statute, the Certificate of Incorporation, or any certificate duly filed in the State of Delaware pursuant to Section 151 of the Delaware General Corporation Law, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the stockholders to one vote for every share of such stock standing in his name on the record of stockholders of the Corporation on the date fixed by the Board as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting; or if such record date shall not have been so fixed, then at the close of business on the day next preceding the date on which notice thereof shall be given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; or each stockholder entitled to vote at any meeting of stockholders may authorize another person or persons to act for him by a proxy signed by such stockholder or his attorney-in-fact. Any such proxy shall be delivered to the secretary of such meeting at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of three years from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder executing it, except in those cases where an irrevocable proxy is permitted by law. Except as otherwise provided by statute, these By-Laws, or the Certificate of Incorporation, any corporate action to be taken by vote of the stockholders shall be authorized by a majority of the total votes, or when stockholders are required to vote by class by a majority of the votes of the appropriate class, cast at a meeting of stockholders by the holders of shares present in person or represented by proxy and entitled to vote on such action.

Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by written ballot. On a vote by written ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted.

Section 9

List of Stockholders. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 10

Inspectors. The Board may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If the inspectors shall not be so appointed or if any of them fail to appear or act, the chairman of the meeting may, and on the request of any stockholder entitled to vote thereat shall appoint inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to

the best of his ability. The inspectors shall determine, in number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as inspector of an election of directors. Inspectors need not be stockholders.

Section 11

Consent of Stockholders in Lieu of Meeting. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting and vote of stockholders can be dispensed with: (1) if all of the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken; or (2) unless the Certificate of Incorporation provides otherwise, with the written consent of the holders of not less than the minimum percentage of the total vote required by statute for the proposed corporate action, and provided that prompt notice must be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous written consent.

ARTICLE II

Board of Directors

Section 1

General Powers. The business and affairs of the Corporation shall be managed by the Board. The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

Section 2

Number, Qualifications, Election and Term of Office. The number of directors of the Corporation shall be at least one but, by vote of a majority of the entire Board or amendment of these By-Laws, the number thereof may be increased to such greater number as may be so provided, subject to the provisions of Section II of this Article II. All of the directors shall be of full age. Directors need not be stockholders. Except as otherwise provided by statute or these By-Laws, the directors shall be elected at the annual meeting of the stockholders for the election of directors at which a quorum is present, and the persons receiving a plurality of the votes cast at such election shall be elected. Each director shall hold office until the next annual meeting of the stockholders and until his successor shall have been duly elected and qualified or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws, or as otherwise provided by statute or the Certificate of Incorporation.

Section 3

Place of Meeting. Meetings of the Board may be held at such place, within or without the State of Delaware, as the Board may from time to time determine or shall be specified in the notice or waiver of notice of such meeting.

Section 4

First Meeting. The Board shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of the stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. Such meeting may be held at any other time or place (within or without the State of Delaware) which shall be specified in a notice thereof given as hereinafter provided in Section 7 of this Article II.

Section 5

Regular Meetings. Regular meetings of the Board shall be held quarterly at such place as the Board may from time to time determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board need not be given except as otherwise required by statute or these By-Laws.

Section 6

Special Meetings. Special meetings of the Board may be called by one or more directors of the Corporation or by the President.

Section 7

Notice of Meetings. Notice of each special meeting of the Board (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 7, in which notice shall be stated the time and place (within or without the State of Delaware) of the meeting. Notice of each such meeting shall be delivered to each director either personally or by telephone, telegraph cable or wireless, at least twenty-four hours before the time at which such meeting is to be held or by first-class mail, postage prepaid, addressed to him at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to him. Except as otherwise specifically required by these By-Laws, a notice or waiver of notice of any regular or special meeting need not state the purpose of such meeting.

Section 8

Quorum and Manner of Acting. A majority of the entire Board shall be present in person at any meeting of the Board in order to constitute a quorum for the transaction of business at such meeting, and, except as otherwise expressly required by statute or the Certificate of Incorporation, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum at any meeting of the Board, a majority of the directors present thereat, or if no director be present, the Secretary, may adjourn such meeting to another time and place, or such meeting, unless it be the first meeting of the Board, need not be held. At any adjourned meeting at which a

quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Except as provided in Article III of these By-Laws, the directors shall act only as a Board and the individual directors shall have no power as such.

Section 9

Organization. At each meeting of the Board, the President, or, in his absence or inability to act, another director chosen by a majority of the directors present shall act as chairman of the meeting and preside thereat. The Secretary (or, in his absence or inability to act, any person appointed by the chairman) shall act as secretary of the meeting and keep the minutes thereof.

Section 10

Resignations. Any director of the Corporation may resign at any time by giving written notice of his resignation to the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become "effective shall not be specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 11

Vacancies. Vacancies may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created

directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or holders of at least ten percent of the votes of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office. Except as otherwise provided in these By-Laws, when one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Section 12

Removal of Directors. Except as otherwise provided in the Certificate of Incorporation or in these By-Laws, any director may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the votes of the issued and outstanding stock entitled to vote for the election of directors of the Corporation given at a special meeting of the stockholders called and held for the purpose; and the vacancy in the Board caused by any such removal may be filled by such stockholders at such meeting, or, if the stockholders shall fail to fill such vacancy, as in these By-Laws provided.

Section 13

Compensation. The Board shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the

Corporation in any capacity, provided no such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 14

Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE III
Executive and Other Committees

Section 1

Executive and Other Committees. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution shall have and may exercise the powers of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Each committee shall keep written minutes of its proceedings and shall report such minutes to the Board when required. All such proceedings shall be subject to revision or alteration by the Board; provided, however, that third parties shall not be prejudiced by such revision or alteration.

Section 2

General. A majority of any committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide.

Notice of such meetings shall be given to each member of the committee in the manner provided for in Article II, Section 7. The Board shall have any power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee. Nothing herein shall be deemed to prevent the Board from appointing one or more committees consisting in whole or in part of persons who are not directors of the Corporation; provided, however, that no such committee shall have or may exercise any authority of the Board.

ARTICLE IV

Officers

Section 1

Number and Qualifications. The officers of the Corporation shall include the President, Vice President, Treasurer and Secretary. Any two or more offices may be held by the same person. Such officers shall be elected from time to time by the Board, each to hold office until the meeting of the Board following the next annual meeting of the stockholders, or until his or her successor shall have been duly elected and shall have qualified, or until his or her death, or until he or she shall have resigned, or have been removed, as hereinafter provided in these By-Laws. The Board may from time to time elect, or the President may appoint, such other officers (including one or more Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers), and such agents, as may be necessary or desirable for the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as may be prescribed by the Board or by the appointing authority.

Section 2

Resignations. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Board, the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3

Removal. Any officer or agent of the Corporation may be removed, either with or without cause, at any time, by the vote of the majority of the entire Board at any meeting of the Board, or, except in the case of an officer or agent elected or appointed by the Board, by the President. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

Section 4

Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause, may be filled for the unexpired portion of the term of the office which shall be vacant, in the manner prescribed in these By-Laws for the regular election or appointment of such office.

Section 5

The President. The President shall be the Chief Executive Officer of the Corporation and shall have the general and active management of the business of the Corporation and general and active supervision and direction over the other officers, agents and employees and shall see that their duties are properly performed. He shall, if present, preside at each meeting of the stockholders and of the Board and shall be an ex-officio member of all committees of the Board. He shall perform all duties incident to the office of President and Chief Executive Officer and such other duties as may from time to time be assigned to him by the Board.

Section 6

Vice-President. The Vice President shall be vested with all the powers and shall be required to perform all the duties of the President in his

absence or disability and shall perform such other duties as may be prescribed by the Board or the President.

Section 7

The Treasurer. The Treasurer shall be the chief financial officer of the Corporation and shall exercise general supervision over the receipt, custody and disbursements of Corporate funds. He shall have such further powers and duties as may be conferred upon him from time to time by the President or the Board of Directors.

Section 8

The Secretary. The Secretary shall:

- (a) Keep or cause to be kept in one or more books provided for that purpose, the minutes of the meetings of the Board, the committees of the Board and the stockholders;
- (b) See that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;
- (c) Be custodian of the records and the seal of the Corporation and affix and attest the seal to all stock certificates of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;
- (d) See that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and
- (e) In general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board or the President.

Section 9

Officers' Bonds or Other Security. If required by the Board, any officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety or sureties as the Board may require.

Section 10

Compensation. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board; provided, however, that the Board may delegate to the President the power to fix the compensation of officers and agents appointed by the President. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE V

Indemnification

The Board of Directors may, to the fullest extent permitted by the General Corporation Law of Delaware, indemnify any and all persons who it shall have power to indemnify against any and all of the expenses, liabilities or other matters.

ARTICLE VI

Contracts, Loans, Checks,
Bank Accounts, Proxies

Section 1

Execution of Contracts. Except as otherwise required by statute, the Certificate of Incorporation or these By-Laws, any contracts or other instruments

may be executed and delivered in the name and on behalf of the Corporation by such officer or officers (including any assistant officer) of the Corporation as the Board may from time to time direct. Such authority may be general or confined to specific instances as the Board may determine. Unless authorized by the Board or expressly permitted by these By-Laws, an officer or agent or employee shall not have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it pecuniarily liable for any purpose or to any amount.

Section 2

Loans. Unless the Board shall otherwise determine, the President, together with the Secretary may effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances make, execute, deliver promissory notes, bonds and other certificates or evidences of indebtedness of the Corporation, but no officer or officers shall mortgage, pledge, hypothecate or transfer any securities or other property of the Corporation, except when authorized by the Board.

Section 3

Checks, Drafts, etc. All checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed in the name and on behalf of the Corporation by such persons and in such manner as shall from time to time be authorized by the Board.

Section 4

Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may from time to time designate or as may be designated by an officer or officers of the Corporation to whom such power of designation may from time to time be delegated by the Board. For the purpose of deposit and for the purpose of collection for the account of the Corporation, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation may be endorsed, assigned and delivered by any officer or agent of the Corporation, or in such other manner as the Board may determine by resolution.

Section 5

General and Special Bank Accounts. The Board may from time to time authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may designate or as may be designated by any officer or officers of the Corporation to whom such power of designation may from time to time be delegated by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these By-Laws, as it may deem expedient.

Section 6

Proxies in Respect of Securities of Other Corporations. Unless otherwise provided by resolution adopted by the Board of Directors, the President or Vice President may from time to time appoint an attorney or attorneys or agent or agents, of the Corporation, in the name and on behalf of the Corporation to cast

the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

ARTICLE VII

Shares, Etc.

Section 1

Stock Certificates. Each holder of stock of the Corporation shall be entitled to have a certificate, in such form as shall be approved by the Board, certifying the number of shares of stock of the Corporation owned by him. The certificates representing shares of stock shall be signed in the name of the Corporation by the President and by the Secretary and sealed with the seal of the Corporation (which seal may be a facsimile, engraved or printed); provided, however, that where any such certificate is countersigned by a transfer agent other than the Corporation or its employee, or is registered by a registrar other than the Corporation or one of its employees, the signature of the officers of the Corporation upon such certificates may be facsimiles, engraved or printed. In case any officer who has signed or whose facsimile signature has been placed upon such certificates shall have ceased to be such officer before such certificates shall be issued, they may nevertheless be issued by the Corporation with the same effect as if such officer were still in office at the date of their issue.

Section 2

Books of Account and Record of Stockholders. The books and records of the Corporation may be kept at such places within or without the State of Delaware, as the Board of Directors may from time to time determine. The stock record books and the blank stock certificate books shall be kept by the Secretary or by any other officer or agent designated by the Board of Directors.

Section 3

Transfers of Shares. Transfers of shares of stock of the Corporation shall be made on the stock records of the Corporation only upon authorization by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or with a transfer agent or transfer clerk, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by a duly executed stock transfer power and the payment of all taxes thereon. Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person in whose name any share or shares stand on the record of stockholders as the owner of such share or shares for all purposes, including, without limitation, the rights to receive dividends or other distributions, and to vote as such owner, and the Corporation may hold any such stockholder of record liable for calls and assessments and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in any such share or shares on the part of any other person whether or not it shall have express or other notice thereof. Whenever any transfers of shares shall be made for collateral security and not absolutely, and both the transferor and transferee request the Corporation to do so, such fact shall be stated in the entry of the transfer.

Section 4

Regulations. The Board may make such additional rules and regulations, not inconsistent with these By-Laws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation. It may appoint, or authorize any officer or officers to appoint, one or more transfer agents or one or more transfer clerks and one or more

registrars and may require all certificates for shares of stock to bear the signature or signatures of any of them.

Section 5

Lost, Destroyed or Mutilated Certificates. The holder of any certificate representing shares of stock of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of such certificate and the Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it which the owner thereof shall alleged to have been lost, stolen, or destroyed or which shall have been mutilated, and the Board may, in its discretion, require such owner or his legal representatives to give to the Corporation a bond in such sum, limited or unlimited, and in such form and with such surety or sureties as the Board in its absolute discretion shall determine, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft, or destruction of any such certificate, or the issuance of a new certificate. Anything herein to the contrary notwithstanding, the Board, in its absolute discretion, may refuse to issue any such new certificate, except pursuant to legal proceedings under the laws of the State of Delaware.

Section 6

Stockholder's Right of Inspection. Any stockholder, in person or by attorney or other agent, upon written demand under oath stating the purpose thereof, has the right during the usual hours of business to inspect for any proper purpose the Corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder.

In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in the State of Delaware or at its principal place of business.

Section 7

Fixing of Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

ARTICLE VIII

Offices

Section 1

Registered Office. The registered office of the Corporation in the State of Delaware shall be at 1310 King Street, Wilmington, New Castle County, Delaware. The registered agent shall be Prickett, Jones, Elliott & Kristol.

Section 2

Other Offices. The Corporation may also have an office or offices other than said principal office at such place or places, either within or without the State of Delaware, as the Board shall from time to time determine or the business of the Corporation may require.

ARTICLE IX

Fiscal Year

The fiscal year of the Corporation shall end on the 31st day of August of each year and begin on the first day of September of each year.

ARTICLE X

Seal

The Board shall provide a corporate seal, which shall be in the form of the name of the Corporation and the words and figures "Corporate Seal 1981, Delaware".

ARTICLE XI

Amendments

These By-Laws may be amended or repealed, or new By-Laws may be adopted, at any annual or special meeting of the stockholders, by a majority of the stockholders, by a majority of the total votes of the stockholders or when stockholders are required to vote by class by a majority of the appropriate class, present in person or represented by proxy and entitled to vote on such action; provided, however, that the notice of such meeting shall have been given as

provided, however, that the notice of such meeting shall have been given as provided in these By-Laws, which notice shall mention that amendment or repeal of these By-Laws, or the adoption of new By-Laws, is one of the purposes of such meetings; and provided, further, that By-Laws adopted by the Board may be amended or repealed by the stockholders as hereinabove provided.

**CERTIFICATE OF FORMATION
OF
PACKERTON LAND COMPANY, LL.C.
A Limited Liability Company**

FIRST: The name of the limited liability company is:

Packerton Land Company, L.L.C.

SECOND: The address of the limited liability company's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THE UNDERSIGNED, being the individual forming the limited liability company, has executed, signed and acknowledged this Certificate of Formation this 8th day of October, 1997.

/s/ Cindy Sabish

Cindy Sabish, Authorized Person

**CERTIFICATE OF AMENDMENT
OF
PACKERTON LAND COMPANY, L.L.C.**

1. The Name of the limited liability company is **PACKERTON LAND COMPANY, L.L.C.**
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington. County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of **PACKERTON LAND COMPANY, L.L.C.** this 7th day of April, 1999.

/s/ Jo Lynn White

**AMENDED AND RESTATED
OPERATING AGREEMENT OF
PACKERTON LAND COMPANY, L.L.C.**

This Amended and Restated Operating Agreement (the "Agreement") is executed as of November 4, 1998, by Liberty Waste Services Limited, L.L.C., a Delaware limited liability company (the "Member"), as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation. This Agreement amends and restates in its entirety any previous operating agreement of the Company.

1.3 Name. The name of the company governed by this Agreement is Packerton Land Company, L.L.C. (the "Company"). The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect the provisions of this Agreement or any amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name of the sole Member is set forth in the heading of this Agreement.

2.2 Contributions of Member. The Member or its predecessor previously contributed capital to the Company, as reflected in the books and records of the Company.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member, in its sole discretion, may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.5 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Amended and Restated Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.2 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company governed by this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement, or any other Person admitted as a Member pursuant to the terms of this Agreement. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Liberty Waste Services Limited, L.L.C.,
a Delaware limited liability company

By: /s/ Donald W. Slager
Its: President

**ENDORSED
FILED**

In the office of the Secretary of State
of the State of California

AUG 18 1997

Bill Jones
BILL JONES, Secretary of State

ARTICLES OF INCORPORATION
OF
Palomar Transfer Station, Inc.

FIRST: That the name of the corporation is Palomar Transfer Station, Inc.

SECOND: The name of this corporation's initial agent for service of process in the State of California is:

C T CORPORATION SYSTEM

THIRD: This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is: One Thousand (1,000).

FOURTH: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession, permitted to be incorporated by the California Corporations Code.

FIFTH: The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California.

IN WITNESS WHEREOF, the undersigned has executed these Articles this Aug. 15, 1997.

Janice L. Rockey
Incorporator

**BYLAWS OF
PALOMAR TRANSFER STATION, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 7201 East Camelback Road, Suite #375, Scottsdale, Arizona, 85251. The Corporation may also have offices and branch offices at such other places within and without the State of California as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of California as may be selected by the Board of Directors or the Executive Committee. If the Board of Directors or Executive Committee fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of California or in the city or county in the State of California in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the meeting may be reconvened at any place within or without the State of California, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of California as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of

shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of California or in the city or county in the State of California in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the

Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of California) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of

the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation. The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and

exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or

nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the General Corporation Law of California.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "California." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

PANAMA ROAD LANDFILL, TX, L.P.

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act. 6 Delaware Code. Chapter 17. do hereby certify as follows:

I. The name of the limited partnership is "Panama Road Landfill, TX, L.P."

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of each general partner is as follows:

Allied Waste Landfill Moldings, Inc
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership of Panama Road Landfill, TX, L.P., as of June 7, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
Its General Partner

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Authorized Person

STATE OF
DELAWARE SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 06/07/2001
010274745 — 3401130

**AGREEMENT OF LIMITED PARTNERSHIP OF
PANAMA ROAD LANDFILL, TX, L.P.**

This Agreement of Limited Partnership is entered into as of June 7, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and ALLIED WASTE SYSTEMS HOLDINGS, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Panama Road Landfill, TX, L.P. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect

and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. RTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;

- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time

specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 “Act” means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 “Agreement” means this Agreement of Limited Partnership, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

12.3 “Capital Account” means the capital account maintained for each Partner in accordance with [Section 3.4](#) hereof.

12.4 “Capital Contribution” means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 “Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 “General Partner” means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on [Exhibit A](#) to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. “General Partners” means all such Persons.

12.7 “Limited Partner” means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on [Exhibit A](#) to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. “Limited Partners” means all such Persons.

12.8 “Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 “Partners” means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. “Partner” means any one of the Partners.

12.10 “Partnership” means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 “Percentage Interest” means, with respect to each Partner, a Partner’s interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.
a Delaware corporation

By: /s/ Donand W. Slager
Name: Donand W. Slager
Its: President

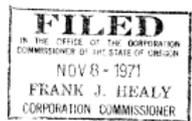
LIMITED PARTNER:

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
<u>General Partner:</u> Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
<u>Limited Partner:</u> Allied Waste Systems Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%



ARTICLES OF INCORPORATION
OF
PELTIER REAL ESTATE COMPANY

The undersigned, being of legal age and desiring to form a corporation under the Oregon Business Corporation Act, adopts the following Articles of Incorporation, in duplicate:

ARTICLE I

The name of the corporation is:

PELTIER REAL ESTATE COMPANY

ARTICLE II

The duration of the corporation is perpetual.

ARTICLE III

This corporation is organized for the purpose of engaging in the business of owning and leasing real estate and to engage in any lawful activity for which corporations may be organized under Chapter 57 of the Oregon Revised Statutes.

ARTICLE IV

The aggregate number of shares which this corporation shall have the authority to issue is 1,000 shares of common stock, \$1.00 par value.

All stock shall be issued under the requirements of Section 1244 of the Internal Revenue Code of 1954, as amended, so as to qualify thereunder as Small Business Corporation stock.

ARTICLE V

No shareholder of this corporation shall have any

preemptive or other preferential right to subscribe to any shares of any class of stock of this corporation, whether now or hereafter authorized, or to any treasury shares offered for sale by the corporation, or to any obligations convertible into the stock of the corporation, issued or sold, nor any right of subscription to any thereof, other than such, if any, as the Board of Directors, in its discretion from time to time may determine, and at such price as the Board of Directors may from time to time fix, regardless of whether the issue or sale of any such shares shall adversely affect said shareholder's proportion of voting power.

ARTICLE VI

No transaction which the corporation may engage in with any officer, director or shareholder, or with any other interested person, or with any affiliated corporation, shall be invalidated or in any way affected merely because of the relationships involved, nor shall such transaction be invalidated or in any way affected merely because such person participated in the decision to enter into such transaction.

ARTICLE VII

The first Board of Directors shall consist of three members whose names and post office addresses are:

Name	Address
Doris Jean Peltier	6711 S. W. Canyon Road #74 Portland, Oregon 97225
Arlyne A. Dudley	2160 N. W. Johnson #5 Portland, Oregon 97210
Lee Davis Kell	2816 N. E. 19th Portland, Oregon 97212

ARTICLE VIII

The registered agent of this corporation for service

of process is Lee Davis Kell, whose address is 1107 Commonwealth Building, Portland, Oregon 97204, and said address is the registered office of this corporation.

ARTICLE IX

The name and post office address of the incorporator is as follows: Lee Davis Kell, 1107 Commonwealth Building, Portland, Oregon 97204.

I, the undersigned incorporator, declare under penalties of perjury that I have examined the foregoing and to the best of my knowledge and belief, it is true, correct and complete.

Dated: November 5, 1971.

/s/ Lee Davis Kell

COPY

FILED

AUG 23 1999

SECRETARY OF STATE

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
PELTIER REAL ESTATE COMPANY

1. The name of the corporation is Peltier Real Estate Company.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE X. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article X, or adoption of any provision of these Articles of Incorporation inconsistent with this Article X, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article X and pertains to any

act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article X unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE XI INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article XI shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article XI shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article XI shall be considered a contract right between the corporation and the person entitled to indemnity under this Article XI.

“D. In addition to any rights set forth above in this Article XI, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

4. The amendments were approved by the shareholders. One thousand shares of the corporation are outstanding, 1,000 votes are entitled to be cast on the amendments, 1,000 votes were cast for the amendments, and no votes were cast against the amendments.

Peltier Real Estate Company

By: /s/ Gary A. Barton
Gary A. Barton, Vice President

**AMENDED AND RESTATED BYLAWS
OF
PELTIER REAL ESTATE COMPANY
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section

3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

RESTATED
ARTICLES OF INCORPORATION
OF
PERDOMO AND SON'S, INCORPORATED

Samuel Perdomo and Daniel Perdomo certify that:

1. They are the President and Secretary, respectively, of Perdomo and Son's, Incorporated, a California Corporation.
2. The Articles of Incorporation of this Corporation are amended and restated to read as follows:

I

The name of this Corporation is Perdomo & Sons, Inc.

II

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the Corporations Code of California.

III

(a) This Corporation is authorized to issue only two classes of shares of stock, to be designated "Preferred Stock" and "Common Stock" and referred to herein either as Preferred Stock or Preferred shares or Common Stock or Common shares. The total number of shares which this Corporation is authorized to issue is 30,000; the number of Preferred shares shall be 10,000 and the number of Common shares shall be 20,000.

(b) The following provisions shall constitute the terms and conditions of the Preferred Stock of this Corporation.

Section 1. Dividends.

In the event that the Corporation's board of directors declares a dividend payable upon the Common Stock (other than a dividend on the Common Stock payable solely in the form of additional shares of Common Stock), the holders of the Preferred Stock shall be entitled to an amount of dividends per share of Preferred Stock equal to the amount

that would be payable if each share of Preferred Stock (a "Share") held by each holder were converted into the largest number of whole shares of Common Stock into which such share could be converted pursuant to the provisions of Section 5 hereof as of the record date for the determination of holders of Common Stock entitled to receive such dividend. No dividends shall be declared or paid on the Common Stock unless and until adequate provision shall have been made for the participation of the holders of Preferred Stock in such dividend in the manner described in this Section 1.

Section 2. Liquidation.

Upon any liquidation, dissolution or winding up of the Corporation, each holder of Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder (the "Liquidation Preference"), and thereafter the holders of Preferred Stock shall participate in any additional distributions or payments to holders of capital stock on the following basis: the holders of Common Stock shall be entitled to receive all distributions and payments following the receipt by the holders of Preferred Stock of the aggregate Liquidation Preference to which they are entitled until such time as the holders of Common Stock shall have received an amount (the "Catch-Up Amount) equal to the amount such holders would have received had the Preferred Stock been converted into Common Stock pursuant to the terms of Section 5 below and the aggregate Liquidation Preference been distributed ratably among all holders of Common Stock; following the receipt by the holders of Common Stock of the Catch-Up Amount, all additional payments and distributions should be shared ratably among the holders of Common and Preferred Stock on the same basis that such payments and distributions would be shared if the Preferred Stock were converted into Common Stock pursuant to the terms of Section 5. If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Preferred Stock are insufficient to permit payment to such holders of the aggregate amount of Liquidation Preference which they are entitled to be paid, then the entire assets to be distributed shall be distributed ratably among such holders based upon the aggregate Liquidation Preference of the Preferred Stock held by each such holder. The Corporation shall mail written notice of such liquidation, dissolution or winding up, not less than 60 days prior to the payment date stated therein, to each record holder of Preferred Stock. Neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be

deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 2.

Section 3. Redemptions.

3A. Optional Redemptions. The Corporation may, on each June 30, beginning in 1992 and ending in 1996 and upon achieving certain EBDIT tests described below, redeem up to a cumulative amount of 4,475 Shares. Upon the Corporation achieving the 12-Month Required EBDIT set forth on the table below for the year immediately preceding a Redemption Date, the Corporation may redeem the number of Shares set forth on the table opposite the corresponding EBDIT amount and shall pay a price per Share equal to the Redemption Price set forth on the table opposite the required EBDIT amount. Where the Corporation has failed to achieve a previous 12-Month Required EBDIT amount but has achieved a Cumulative Required EBDIT Amount prior to a Redemption Date, the Corporation may redeem the number of Shares not redeemed in the prior year (s) and the number of shares available in the current year at a price per Share equal to the Redemption Price set forth on the table opposite the cumulative EBDIT amount achieved by the Corporation. The redemption by the Corporation pursuant to this paragraph 3A is limited to the number of Shares set forth on the table below (as adjusted for stock dividends, stock splits or other reorganizations).

Redemption Date	Number of Shares to be Redeemed	Redemption Price Per Share	12-Month Required EBDIT (\$000)	Cumulative Required EBDIT (\$000)
August 31, 1992	895	\$185.68	\$ 973.70	—
August 31, 1993	895	\$232.09	\$1,112.20	\$2,085.90
August 31, 1994	895	\$290.11	\$1,232.50	\$3,318.40
August 31, 1995	895	\$362.64	\$1,374.30	\$4,692.70
August 31, 1996	895	\$455.29	\$1,429.30	\$6,122.00

For purposes of this paragraph 3A, "EBDIT" means the Corporation's consolidated net income for the accounting period in question, plus the amount of the depreciation and amortization expense for such period, plus the amount of interest expense during such period for indebtedness for borrowed money, plus the amount of the provision for federal, state and local income taxes for such period, determined on a

consolidated basis in accordance with generally accepted accounting principles consistently applied.

3B. Redemption Payment. For each Share which is to be redeemed, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share) an amount in immediately available funds equal to the Redemption Price of such Share. If the funds of the Corporation legally available for redemption of Shares on any Redemption Date are insufficient to redeem the total number of Shares to be redeemed on such date, the Corporation will only be entitled to redeem the maximum number of Shares which can be redeemed with legally available funds.

3C. Notice of Redemption. The Corporation shall mail written notice of each redemption of any Preferred Stock to each record holder thereof not more than 60 nor less than 30 days prior to the date on which such redemption is to be made. In case fewer than the total number of Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Shares shall be issued to the holder thereof without cost to such holder within three business days after surrender of the certificate representing the redeemed Shares.

3D. Determination of the Number of Each Holder's Shares to be Redeemed. All redemptions pursuant to this Section 3 will be effected on a pro rata basis among the holders of Preferred Stock. The number of Shares of Preferred Stock to be redeemed from each holder thereof shall be the number of Shares determined by multiplying the total number of Shares to be redeemed times a fraction, the numerator of which shall be the total number of Shares then held by such holder and the denominator of which shall be the total number of Shares then outstanding.

3E. Dividends After Redemption Date. No Share is entitled to any dividends accruing after the date on which the Redemption Price of such Share is paid to the holder thereof. On such date all rights of the holder of such Share shall cease, and such Share shall not be deemed to be outstanding.

3F. Redeemed or Otherwise Acquired Shares. Any Shares which are redeemed or otherwise acquired by the Corporation or any Subsidiary shall be canceled and shall not be reissued, sold or transferred.

3G. Other Redemptions or Acquisitions. Neither the Corporation nor any Subsidiary shall redeem or otherwise

acquire any Preferred Stock, except as expressly authorized herein or pursuant to a purchase offer made pro-rata to all holders of Preferred Stock on the basis of the number of Shares owned by each such holder.

Section 4. Voting Rights.

(a) Election of Directors. Prior to the time (if ever) that the Corporation redeems the maximum number of Shares available pursuant to Section 3A above, in the election of directors of the Corporation, the holders of the Preferred Stock, voting separately as a single class to the exclusion of all other classes of the Corporation's capital stock and with each share of Preferred Stock entitled to one vote, shall be entitled to elect a number of directors to serve on the Corporation's board of directors until their successors are duly elected by the holders of the Preferred Stock or they are removed from office by the holders of the Preferred Stock equal to the maximum number of directors constituting a minority of the board of directors. At such time as the Corporation shall have redeemed the maximum number of shares pursuant to Section 3A, the holders of Preferred Stock, voting separately as a single class to the exclusion of all other classes of the Corporation's capital stock, shall have the right to elect a number of directors (rounded up to the nearest whole number) equal to the Preferred Stock's proportionate equity interest in the Corporation assuming conversion of the Preferred Stock pursuant to Section 5.

(b) Other Voting Rights. The holders of the Preferred Stock shall be entitled to notice of all stockholders meetings in accordance with the Corporation's bylaws, and except as otherwise required by law or pursuant to paragraph (a) above, the holders of the Preferred Stock shall be entitled to vote on all matters submitted to the stockholders for a vote together with the holders of the Common Stock voting together as a single class with each share of Common Stock entitled to one vote per share and each Share of Preferred Stock entitled to one vote for each share of Common Stock issuable upon conversion of the Preferred Stock at the time the vote is taken.

Section 5. Conversion.

5A. Conversion Procedure.

(i) At any time and from time to time, any holder of Preferred Stock may convert all or any portion of the Preferred Stock (including any fraction of a Share) held by such holder into a number of shares of Conversion Stock computed by multiplying the number of Shares to be converted

by \$148.62696 and dividing the result by the Conversion Price then in effect.

(ii) Each conversion of Preferred Stock shall be deemed to have been effected as of the close of business on the date on which the certificate or certificates representing the Preferred Stock to be converted have been surrendered at the principal office of the Corporation. At such time as such conversion has been effected, the rights of the holder of such Preferred Stock as such holder shall cease and the Person or Persons in whose name or names any certificate or certificates for shares of Conversion Stock are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the shares of Conversion Stock represented thereby.

(iii) The conversion rights of any Share subject to redemption hereunder shall terminate on the Redemption Date for such Share unless the Corporation has failed to pay to the holder thereof the Redemption Price thereof.

(iv) Notwithstanding any other provision hereof, if a conversion of Preferred Stock is to be made in connection with a Public Offering or in connection with a Stock Sale, the conversion of any Shares of Preferred Stock may, at the election of the holder of such Shares, be conditioned upon the consummation of the Public Offering or the Stock Sale, as the case may be, in which case such conversion shall not be deemed to be effective until the consummation of such Public Offering or the Stock Sale.

(v) As soon as possible after a conversion has been effected (but in any event within five business days, the Corporation shall deliver to the converting holder:

(a) a certificate or certificates representing the number of shares of Conversion Stock issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified;

(b) payment in an amount equal to all accrued and unpaid dividends, if any, with respect to each Share converted, plus the amount payable under subparagraph (ix) below with respect to such conversion; and

(c) a certificate representing any Shares of Preferred Stock which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(vi) If the Corporation is not permitted under applicable law to pay any portion of the accrued dividends, if any, on the Preferred Stock being converted, the Corporation shall pay such dividends to the converting holder as soon thereafter as funds of the Corporation are legally available for such payment. At the request of any such converting holder, the Corporation shall provide such holder with written evidence of its obligation to such holder.

(vii) The issuance of certificates for shares of Conversion Stock upon conversion of Preferred Stock shall be made without charge to the holders of such Preferred Stock for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Conversion Stock. Upon conversion of each Share of Preferred Stock, the Corporation shall take all such actions as are necessary in order to insure that the Conversion Stock issuable with respect to such conversion shall be validly issued, fully paid and nonassessable.

(viii) The Corporation shall not close its books against the transfer of Preferred Stock or of Conversion Stock issued or issuable upon conversion of Preferred Stock in any manner which interferes with the timely conversion of Preferred Stock. The Corporation shall assist and cooperate with any holder of Shares required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of Shares hereunder (including, without limitation, making any filings required to be made by the Corporation).

(ix) If any fractional interest in a share of Conversion Stock would, except for the provisions of this subparagraph, be deliverable upon any conversion of the Preferred Stock, the Corporation, in lieu of delivering the fractional share therefor, shall pay an amount to the holder thereof equal to the Market Price of such fractional interest as of the date of conversion.

(x) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Conversion Stock, solely for the purpose of issuance upon the conversion of the Preferred Stock, such number of shares of Conversion Stock issuable upon the conversion of all outstanding Preferred Stock. All shares of Conversion Stock which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to assure that all such shares of Conversion Stock may be so issued without violation of any applicable law or governmental regulation or any requirements

of any domestic securities exchange upon which shares of Conversion Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance).

5B. Conversion Price.

(i) The initial Conversion Price shall be \$148.62696. In order to prevent dilution of the conversion rights granted under this subdivision, the Conversion Price shall be subject to adjustment from time to time pursuant to this Section 5.

(ii) If and whenever on or after the original date of issuance of the Preferred Stock the Corporation issues or sells, or in accordance with paragraph 5C is deemed to have issued or sold, any shares of its Common Stock for a consideration per share less than the Conversion Price in effect immediately prior to the time of such issue or sale, then forthwith upon such issue or sale the Conversion Price shall be reduced to the Conversion Price determined by dividing (a) the sum of (1) the product derived by multiplying the Conversion Price in effect immediately prior to such issue or sale times the number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale, plus (2) the consideration, if any, received by the Corporation upon such issue or sale, by (b) the number of shares of Common Stock Deemed Outstanding immediately after such issue or sale.

5C. Effect on Conversion Price of Certain Events. For purposes of determining the adjusted Conversion Price under paragraph 5B, the following shall be applicable:

(i) Issuance of Rights or Options. If the Corporation in any manner grants any rights or options to subscribe for or to purchase Common Stock or any stock or other securities convertible into or exchangeable for Common Stock (such rights or options being herein called "Options" and such convertible or exchangeable stock or securities being herein called "Convertible Securities") and the price per share for which Common Stock is issuable upon the exercise of such Options or upon conversion or exchange of such Convertible Securities is less than the Conversion Price in effect immediately prior to the time of the granting of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the granting of such Options for such price per share. For purposes of this paragraph, the "price per share for which Common Stock is

issuable” shall be determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon exercise of all such Options, plus in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the issuance of sale or such Convertible Securities and the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock, issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options. No further adjustment of the Conversion Price shall be made when Convertible Securities are actually issued upon the exercise of such Options or when Common Stock is actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Corporation in any manner issues or sells any Convertible Securities and the price per share for which Common Stock is issuable upon such conversion or exchange is less than the Conversion Price in effect immediately prior to the time of such issue or sale, then the maximum number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this paragraph, the “price per share for which Common Stock is issuable” shall be determined by dividing (A) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. No further adjustment of the Conversion Price shall be made when Common Stock is actually issued upon the conversion or exchange of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustments of the Conversion Price had been or are to be made pursuant to other provisions of this Section 5, no further adjustment of the Conversion Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities, or the rate at which any

Convertible Securities are convertible into or exchangeable for Common Stock change at any time, the Conversion Price in effect at the time of such change shall be readjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or changed conversion rate, as the case may be, at the time initially granted, issued or sold.

5D. Subdivision or Combination of Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and if the Corporation at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

5E. Reorganization, Reclassification, Consolidation, Merger or Sale. Any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Corporation's assets to another Person or other transaction which is effected in such a manner that holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock is referred to herein as an "Organic Change". Prior to the consummation of any Organic Change, the Corporation shall make appropriate provisions (in form and substance satisfactory to the holders of a majority of the Preferred Stock then outstanding) to insure that each of the holders of Preferred Stock shall thereafter have the right to acquire and receive, in lieu of or in addition to (as the case may be) the shares of Conversion Stock immediately theretofore acquirable and receivable upon the conversion of such holder's Preferred Stock, such shares of stock, securities or assets as such holder would have received in connection with such Organic Change if such holder had converted its Preferred Stock immediately prior to such Organic Change. In each such case, the Corporation shall also make appropriate provisions (in form and substance satisfactory to the holders of a majority of the Preferred Stock then outstanding) to insure that the provisions of this Section 5 and Sections 6 and 7 hereof shall thereafter be applicable to the Preferred Stock (including, in the case of any such consolidation, merger or sale in which the successor entity or purchasing entity is other than the Corporation, an immediate adjustment of the Conversion Price to the value for the Common Stock reflected by the terms of such consolidation, merger or sale, and a corresponding

immediate adjustment in the number of shares of Conversion Stock acquirable and receivable upon conversion of Preferred Stock, if the value so reflected is less than the Conversion Price in effect immediately prior to such consolidation, merger or sale). The Corporation shall not effect any such consolidation, merger or sale, unless prior to the consummation thereof, the successor corporation (if other than the Corporation) resulting from consolidation or merger or the corporation purchasing such assets assumes by written instrument (in form reasonably satisfactory to the holders of a majority of the Preferred Stock then outstanding), the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire.

5F. Certain Events. If any event occurs of the type contemplated by the provisions of this Section 5 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Corporation's board of directors shall make an appropriate adjustment in the Conversion Price so as to protect the rights of the holders of Preferred Stock; provided that no such adjustment shall increase the Conversion Price as otherwise determined pursuant to this Section 5 or decrease the number of shares of Conversion Stock issuable upon conversion of each Share of Preferred Stock.

5G. Notices.

(i) Immediately upon any adjustment of the Conversion Price, the Corporation shall give written notice thereof to all holders of Preferred Stock, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation shall give written notice to all holders of Preferred Stock at least 20 days prior to the date on which the Corporation closes its books or takes a record (a) with respect to any dividend or distribution upon Common Stock, (b) with respect to any pro rata subscription offer to holders of Common Stock or (c) for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(iii) The Corporation shall also give written notice to the holders of Preferred Stock at least 20 days prior to the date on which any Organic Change shall take place.

Section 6. Liquidating Dividends.

If the Corporation declares or pays a dividend upon the Common Stock payable otherwise than in cash out of earnings or earned surplus (determined in accordance with generally accepted accounting principles, consistently applied) except for a dividend payable solely in shares of Common Stock (a "Liquidating Dividend"), then the Corporation shall pay to the holders of Preferred Stock at the time of payment thereof the Liquidating Dividends which would have been paid on the shares of Conversion Stock had such Preferred Stock been converted immediately prior to the date on which a record is taken for such Liquidating Dividend, or, if no record is taken, the date as of which the record holders of Common Stock entitled to such dividends are to be determined.

Section 7. Purchase Rights.

If at any time the Corporation grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the "Purchase Rights"), then each holder of Preferred Stock shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder could have acquired if such holder had held the number of shares of Conversion Stock acquirable upon conversion of such holder's Preferred Stock immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

Section 8. Registration of Transfer.

The Corporation shall keep at its principal office a register for the registration of Preferred Stock. Upon the surrender of any certificate representing Preferred Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Preferred Stock represented by such new certificate from the date to which dividends have

been fully paid on such Preferred Stock represented by the surrendered certificate.

Section 9. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Shares of any class of Preferred Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory) , or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 10. Definitions.

“Common Stock” means, collectively, the Corporation’s Common Stock and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

“Common Stock Deemed Outstanding” means, at any given time, the number of shares of Common Stock actually outstanding at such time, plus the number of shares of Common Stock deemed to be outstanding pursuant to Sections 6C(i) and 6C(ii) hereof whether or not the Options or Convertible Securities are actually exercisable at such time.

“Conversion Stock” means shares of the Corporation’s Common Stock; provided that if there is a change such that the securities issuable upon conversion of the Preferred Stock are issued by an entity other than the Corporation or there is a change in the class of securities so issuable, then the term “Conversion Stock” shall mean one share of the security issuable upon conversion of the Preferred Stock if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

“Junior Securities” means any of the Corporation’s equity securities other than the Preferred Stock.

“Liquidation Value” of any Share as of any particular date shall be equal to \$148.62696.

“Market Price” of any security means the average of the closing prices of such security’s sales on all securities exchanges on which such security may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 P.M., New York time, or, if on any day such security is not quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of 21 days consisting of the day as of which “Market Price” is being determined and the 20 consecutive business days prior to such day. If at any time such security is not listed on any securities exchange or quoted in the NASDAQ System or the over-the-counter market, the “Market Price” shall be the fair value thereof determined jointly by the Corporation and the holders of a majority of the Preferred Stock. If such parties are unable to reach agreement within a reasonable period of time, such fair value shall be determined by an independent appraiser experienced in valuing securities jointly selected by the Corporation and the holders of a majority of the Preferred Stock. The determination of such appraiser shall be final and binding upon the parties, and the Corporation shall pay the fees and expenses of such appraiser.

“Person” means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Public Offering” means any offering by the Corporation of its equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force.

“Redemption Date” as to any Share means the date specified in the notice of any redemption at the Corporation’s option or the applicable date specified herein in the case of any other redemption; provided that no such date shall be a Redemption Date unless the Redemption Price of such Share is

actually paid in full on such date, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

“Redemption Price” means as to any Share the purchase price payable by the Corporation as set forth in the table in paragraph 3A in order to redeem a Share pursuant to paragraph 3A above.

“Stock Sale” means any sale of the Corporation’s capital stock to an unaffiliated third party.

“Subsidiary” means any corporation of which the shares of outstanding capital stock possessing the voting power (under ordinary circumstances) in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation either directly or indirectly through Subsidiaries.

Section 11. Amendment.

No amendment shall be binding or effective with respect to any provision of Sections 1 to 11 hereof without the prior written consent of the holders of at least a majority of the Preferred Stock outstanding at the time such action is taken; provided that no such action shall change (a) the rate at which or the manner in which dividends on the Preferred Stock accrue or the times at which such dividends become payable or the amount payable on redemption of the Preferred Stock or the times at which redemption of Preferred Stock is to occur, without the prior written consent of the holders of at least 100% of the Preferred Stock then outstanding, (b) the Conversion Price of the Preferred Stock or the number of shares or class of stock into which the Preferred Stock is convertible, without the prior written consent of the holder of at least 100% of the Preferred Stock then outstanding or (c) the percentage required to approve any change described in clauses (a) and (b) above, without the prior written consent of the holders of at least 100% of the Preferred Stock then outstanding; and provided further that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of the applicable percentage of the Preferred Stock then outstanding.

Section 12. Notices.

Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight

courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

IV

The liability of directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

V

This Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to this Corporation and its shareholders through bylaw provisions or through agreements with the agents, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

VI

This Corporation elects to be governed by all of the provisions of the General Corporation Law of 1977 not otherwise applicable to it under Chapter 23 thereof.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the Corporation is 4,873. The number of shares voting in favor of the amendment

equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 8-26-91

By: /s/ Samuel Perdomo
Samuel Perdomo, President

By: /s/ Daniel Perdomo
Daniel Perdomo, Secretary

**SECOND AMENDED AND RESTATED BYLAWS
OF
PERDOMO & SONS, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case maybe.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

EXPEDITED
AZ CORP. COMMISSION
DELIVERED

NOV 3 1995^{5A1}

FILED BY J. Hines
TERM _____
DATE 11-3-95
0761447-4

ARTICLES OF INCORPORATION
OF
PINAL COUNTY LANDFILL CORP.

ARTICLE I

The name of the corporation is Pinal County Landfill Corp. (the "Corporation").

ARTICLE II

The Corporation is to have perpetual existence.

ARTICLE III

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as amended from time to time, and further to do such things as may be incident to, and necessary or appropriate to effect, any and all... of sue. purposes

ARTICLE IV

The Corporation initially intends to hold and operate real property in the State of Arizona and to own and operate a landfill and waste disposal business and all businesses related there to.

ARTICLE V

The aggregate number of shares which the Corporation shall have authority to issue is 1,000 shares of common stock, par value \$.01 per share.

ARTICLE VI

The name and address of its initial Statutory Agent, bona fide resident of the State of Arizona for three years is: CT Corporation System, 3225 North Central Avenue, Phoenix, Arizona 85012.

ARTICLE VII

The number of directors consisting the initial board of directors is three (3). The number of the members of subsequent boards of directors shall be fixed by, or in the manner provided in the Bylaws of the Corporation. The names and addresses of the persons who will serve as directors until the first meeting of shareholders or until their success are elected and qualified are:

Thomas H. VanWeelden

7201 East Camelback Road
Suite #375
Scottsdale, Arizona 85251

Daniel J. Ivan

7201 East Camelback Road
Suite #375
Scottsdale, Arizona 85251

Larry D. Henk

7201 East Camelback Road
Suite #375
Scottsdale, Arizona 85251

ARTICLE VIII

The name and address of the incorporators are: Thomas K. Kehoe, National Waste Industries, Inc., 935 West 175th Street, Suite #200, Homewood, Illinois 60430 and Maria E. Beele, National Waste Industries, Inc., 935 West 175th Suite #200, Homewood, Illinois 60430.

/s/ Thomas K. Kehoe

Thomas K. Kehoe, Secretary/Incorporator

/s/ Maria E. Beele, Incorporator

Maria E. Beele, Incorporator

Dated this 23rd day of October, 1995.

CT Corporation System, having been designated to act as Statutory Agent, hereby consents to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

CT Corporation System

By [ILLEGIBLE]

Its Assistant Secretary

**BYLAWS OF
PINAL COUNTY LANDFILL CORP.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at Thunderbird Executive Park, 7585 East Redfield Road, Suite #106, Scottsdale, Arizona 85260. The Corporation may also have offices and branch offices at such other places within and without the State of Arizona as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of Arizona as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of Arizona or in the city or county in the State of Arizona in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of April in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in

the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of Arizona, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of Arizona as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of Arizona or in the city or county in the State of Arizona in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of Arizona) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be severed by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the Arizona Business Corporation Act.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an

Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Arizona." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the

Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of Pinal County Landfill Corp., an Arizona corporation (the "Corporation"), do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 5th day of November, 1995.

DIRECTORS:

/s/ Thomas H. VanWeelden
Thomas H. VanWeelden

/s/ Daniel J. Ivan
Daniel J. Ivan

/s/ Larry D. Henk
Larry D. Henk

CERTIFICATE OF LIMITED PARTNERSHIP

OF

PINE HILL FARMS LANDFILL TX, L P

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is Pine Hill Farms Landfill TX, LP.

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Pine Hill Farms Landfill TX, LP as of December 8, 1997.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
General Partner

By: /s/ D.W. Slager
D.W. Slager, President

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
PINE HILL FARMS LANDFILL TX, LP**

The undersigned, desiring to amend the Certificate of Limited Partnership of Pine Hill Farms Landfill TX, LP pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Pine Hill Farms Landfill TX, LP.

SECOND: Article I of the Certificate of Limited Partnership shall be amended as follows:

The name of the limited partnership is Pinehill Landfill TX, LP.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 6th day of December, 1999.

ALLIED WASTE LANDFILL HOLDINGS, INC.,
a Delaware corporation, General Partner

By: /s/ D.W. Slager
D.W. Slager, President

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:02 PM 08/08/2003
FILED 06:01 PM 08/08/2003
SRV 030521046 — 2832324 FILE

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
PINEHILL LANDFILL TX, LP**

The undersigned, desiring to amend the Certificate of Limited Partnership of Pinehill Landfill TX, LP pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Pinehill Landfill TX, LP.

SECOND: Article 1 of the Certificate of Limited Partnership shall be amended as follows:

The name of the limited partnership is Pine Hill Farms Landfill TX, LP.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 8th day of August, 2003.

ALLIED WASTE LANDFILL HOLDINGS, INC.,
a Delaware corporation, General Partner

By: /s/ Dale L. Parker
Dale L. Parker, Vice President

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**PINEHILL LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Pinehill Landfill TX, LP (the "First Amendment") is entered into effective as of January 01, 2003 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Pinehill Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 11, 1997, and the related Agreement of Limited Partnership of Pine Hill Farms Landfill TX, LP, dated as of December 11, 2001 (the "Agreement") between AWLH and Laidlaw Waste Systems (Texas) Inc., a Texas corporation, now known as Allied Waste Systems (Texas) Inc. ("AWST"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, AWST transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of AWST's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of AWST's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
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4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Donald W. Slager
Donald W. Slager, President

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**AGREEMENT OF LIMITED PARTNERSHIP OF
PINE HILL FARMS LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 11, 1997, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner, and Laidlaw Waste Systems (Texas) Inc., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Pine Hill Farms Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect

and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers which the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets which does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature which do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited

Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership

and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership property, and the Partnership property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and

all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1 Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a

Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: James Eng
Its: Vice President

Laidlaw Waste Systems (Texas) Inc.,
a Delaware corporation

By: G. Thomas Rochford
Its: Treasurer

EXHIBIT A

<u>Names and Addresses of Partners:</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner:	\$ 10.00	\$ 1%
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260		
Limited Partner:	\$ 990.00	\$ 99%
Laidlaw Waste Systems (Texas) Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260		

**CERTIFICATE OF FORMATION
PINECREST LANDFILL OK, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows;

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Pinecrest Landfill OK, LLC".
2. Registered Office: Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 4th day of June, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Member

By: /s/ Steven M. Helm
Its: Vice President Legal

**OPERATING AGREEMENT OF
PINECREST LANDFILL OK, LLC**

This Operating Agreement is entered into as of June 5, 1997 by and between Allied Waste North America, Inc., a Delaware corporation ("N.A.") and Allied Waste Landfill Holdings, Inc., a Delaware corporation ("Holdings"), each individually referred to herein as a "Member," and collectively as "Members."

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 9.12 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is PINECREST LANDFILL OK, LLC. The name of the Company may be changed upon the consent of the Members.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code. No Member shall take any action inconsistent with the express intent of the parties hereto.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Members. The Company may maintain a registered office in any state within which it does business at any location approved by the Members.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Members.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Members shall cause a Certificate of Formation to be filed in the State of Delaware. The Members shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Members in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Members in accordance with this Agreement, any Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Members. The name, address and Percentage Interest of each Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Members. The Members shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Member shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Company as set forth on Exhibit A.

2.3 Additional Capital Contributions. No Member shall be obligated to make additional Capital Contributions to the Company, except upon the unanimous written consent of the Members.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Member shall withdraw any Capital Contributions or any money or other property from the Company without the written consent of the other Member. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Members at the time of such distribution.

(b) Liability of Members. No Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Members, and except as otherwise provided by the Act or by any other applicable state law, the Members shall be liable only to make their Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company. No Member shall have any personal liability for the repayment of the Capital Contributions or loans of any other Member.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require any Member to solicit or demand Capital Contributions from any other

Member.

(d) Withdrawal. Except as provided in Section 7 hereof, no Member may voluntarily or involuntarily withdraw from the Company or terminate its interest therein without the prior written consent of the other Member. Any Member who withdraws from the Company in breach of this Section 2.4(d):

(i) shall be treated as an assignee of a Member's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Company, on the same basis as if the Member had not withdrawn, provided that any damages to the Company as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Member. The right to share in distributions granted under this Section 2.4(d) shall be in lieu of any right the withdrawn member may have under Section 18-604 of the Act to receive a distribution or payment of the fair value of its interest in the Company.

2.5 Member Loans. Upon the approval of the Members, any Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Members. No Member shall be required to make a Member Loan unless such Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Members in proportion to their Percentage Interests, at such times as may be determined by the Members.

SECTION 4. ALLOCATIONS

4.1 Capital Accounts. A capital account shall be maintained for each Member in accordance with the Regulations, under uniform policies established by the Members.

4.2 Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

SECTION 5. MANAGEMENT

5.1 **General Management Structure.** Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Members under this Agreement, shall be made or taken upon concurrence of a Majority in Interest of the Members. The Members shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company. Any party dealing with the Company shall be permitted to rely absolutely on the signature of any Member as binding on the Company, without any duty of further inquiry regarding any approval of the Members required under this Agreement.

5.2 **Delegation of Authority to Officers.** The Members may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions duly adopted by the Members on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Members deem appropriate. The officers of the Company will be entitled to such compensation for their services as the Members may reasonably determine from time to time.

5.3 **Communications.** The Members shall promptly advise and inform each other of any transaction, notice, event or proposal directly relating to the management and operation of the Company or to its assets which does or could materially affect, either adversely or favorably, the Company, its business or its assets.

5.4 **Indemnification.** The Company, its receiver or its trustee shall defend, indemnify and save harmless the Members and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 **Books and Records.** The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. Each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents.

6.2 **Tax Matters.** N.A. is hereby appointed on behalf of the Company as the "tax matters partner" under the Code.

SECTION 7. TRANSFER OF COMPANY INTERESTS; NEW MEMBERS

7.1 **General.** No Member shall sell, assign, pledge, hypothecate, encumber or

otherwise voluntarily transfer by any means whatever (“Transfer”) all or any portion of its interest in the Company without the consent of the other Member. A transferee of a Member’s interest in the Company will be admitted as a Substituted Member only pursuant to Section 7.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 7 shall be void and shall not cause or constitute a dissolution of the Company.

7.2 Assignee of Member’s Interest. If, pursuant to a Transfer of an interest in the Company by operation of law and without violation of Section 7.1 hereof (or pursuant to a Transfer that the Company is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Company, but is not admitted as a Substituted Member pursuant to Section 7.3 hereof, such Person:

- (a) shall be treated as an assignee of a Member’s interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Company with respect to the transferred interest, on the same basis as the transferring Member.

7.3 Substituted Members. No Person taking or acquiring, by whatever means, the interest of any Member in the Company shall be admitted as a substituted Member in the Company (a “Substituted Member”) without the written consent of all Members, which consent may be withheld or granted in the sole and absolute discretion of each Member.

SECTION 8. DISSOLUTION AND TERMINATION

8.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company’s assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Members to dissolve the Company;
- (c) The death, retirement, resignation, expulsion, bankruptcy or dissolution of any member (a “Dissolution Event”) if within 90 days after the occurrence of any such Dissolution Event, a Majority in Interest of the remaining Members affirmatively elects not to continue the Company; or
- (d) The entry of a decree of dissolution under Section 18-802 of the Act.

8.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 8.1 hereof, the remaining Member(s) may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the remaining Member(s), or court-appointed trustee, if there are no remaining Members, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to Members who are creditors, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Members in satisfaction of any Member Loans which have not been satisfied pursuant to Section 8.2(b)(i); and

(iii) To the Members in accordance with Section 3.

Notwithstanding anything in Section 4 hereof to the contrary, any Profits, Losses and items thereof of the Company for the taxable year in which the liquidation of the Company occurs shall be allocated among the Members so as to adjust the Capital Accounts of the Members as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 8.

8.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Members, a certificate of cancellation shall be executed and filed by the Members with the Delaware Secretary of State.

SECTION 9. MISCELLANEOUS

9.1 Notices. Any notice, payment, demand or communication required or permitted

to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Company, to the Company at the address set forth in Section 1.6 hereof, or to such other address as the Company may from time to time specify by notice to the Members in accordance with this Section 9.1, or, if to a Member, to such Member at the address for such Member set forth on Exhibit A to this Agreement, or to such other address as the Member may from time to time specify by notice to the Company and the other Members in accordance with this Section 9.1. Any such notice shall be effective upon actual receipt thereof.

9.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 9.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Member's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 7 hereof.

9.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

9.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.6 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

9.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

9.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Members.

9.9 Waiver of Action for Partition. Each of the Members waives any right that it may have to maintain any action for partition with respect to any of the Company's property.

9.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

9.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which any Member may take and all determinations which any Member may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of such Member.

9.12 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means the capital account maintained for each Member in accordance with Section 4.1 hereof.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Majority in Interest of the Members” means Members owning a simple majority of the Percentage Interests in the Company held by all Members.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Members” refers collectively to all

Persons who are designated as a "Member" pursuant to this definition.

"Net Cash Flow" means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as reasonably determined by the Members.

"Percentage Interest" means a Member's interest, expressed as a percentage, in Profits, Losses, and distributions of the Company as provided for in this Agreement. The Members' Percentage Interests are set forth opposite their names on Exhibit A hereto.

"Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

"Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Members to comply with the Regulations.

"Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Substituted Member" has the meaning given that term in Section 7.3 hereof.

"Transfer" has the meaning given that term in Section 7.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: V — P Legal

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: Secretary

EXHIBIT A

Names and Addresses of Members

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution

Percentage
Interest

\$ ___

99%

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

\$ ___

1%

FILED
AUG 21 1990
OKLA: SECRETARY OF STATE

**CERTIFICATE OF INCORPORATION
OF
PITTSBURG COUNTY LANDFILL, INC.**

FIRST. The name of the corporation is:
Pittsburg County Landfill, Inc.

SECOND. The address, including the street, number, city and county, of the corporation's registered office in this state is 1200 North Walker, Suite 505, City of Oklahoma City, Oklahoma County; the name of the corporation's registered agent at such address is Ronald Burks.

THIRD. The nature of the business and the purpose of the corporation shall be to engage in any lawful act or activity for which corporations may be organized under the general corporation law of Oklahoma.

FOURTH. The total number of shares of capital stock which the corporation shall have authority to issue is 50,000 shares, designated as Common Stock, par value \$1.00 per share.

FIFTH. The name and mailing address of each incorporator is as follows:

Name	Mailing Address
Ronald Burks	1200 North Walker, Suite 505 Oklahoma City, Oklahoma 73103

SIXTH. For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation, its directors and its shareholders or any class thereof, as the case may be, it is further provided that:

(a) No election of directors need be by written ballot.

(b) Prior to receipt of any payment for any of the corporation's stock, the bylaws of the corporation shall be adopted, amended or repealed by the incorporator. Thereafter, the power to adopt, amend or repeal the bylaws is conferred on the board of directors.

SEVENTH. To the fullest extent permitted by the Oklahoma General Corporation Act as the same exists or may hereafter be amended, a director of this corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Oklahoma, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 21st day of August, 1990.

/s/ Ronald Burks _____
Ronald Burks

AMENDED AND RESTATED BYLAWS
OF
PITTSBURG COUNTY LANDFILL, INC.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

PLEASANT OAKS LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is Pleasant Oaks Landfill TX, LP

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100 Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Pleasant Oaks Landfill TX, LP as of July 28, 1998.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
General Partner

By: /s/ D. W. Slager
D.W. Slager, President

**AGREEMENT OF LIMITED PARTNERSHIP OF
PLEASANT OAKS LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of July 29, 1998, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner, and Allied Waste Systems Holdings, Inc. as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is Pleasant Oaks Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect

and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of the Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers which the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4 in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;

- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The

officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets which does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature which do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership property, and the Partnership property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;

(b) To the payment of any debts and liabilities to the Partners; and

(c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered

personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address of the General Partner as set forth on Exhibit A hereto, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1 Any such notice shall be effective upon actual receipt thereof.

11.2 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 **Construction.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 **Additional Documents.** Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 **Delaware Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 **Waiver of Action for Partition.** Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.3 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 “Partners” means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. “Partner” means any one of the Partners.

12.10 “Partnership” means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 “Percentage Interest” means, with respect to each Partner, a Partner’s interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 “Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

12.13 “Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 “Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 “Substituted Limited Partner” has the meaning given that term in [Section 8.3](#).

12.16 “Transfer” has the meaning given that term in [Section 8.1](#) hereof.

[Signatures are on the following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Don W. Slager
Its: President

Allied Waste Systems Holdings, Inc.,
a Delaware corporation,

By: Peter S. Hathaway
Its: President

EXHIBIT A

Names and Addresses of Partners:

General Partner:
Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$ _____

Percentage
Interest
1%

Limited Partner:
Allied Waste Systems Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

\$ _____

99%

**CERTIFICATE OF FORMATION
OF
POLK COUNTY LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. The name of the limited liability company is Polk County Landfill, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Polk County Landfill, LLC this 11th day of July, 2001.

**ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation,
Sole Member**

By: Steven M. Helm
Steven M. Helm

DEOSS — 5/5/00 CT System Online

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 07/11/2001
010335005 — 3413497

**OPERATING AGREEMENT OF
POLK COUNTY LANDFILL, LLC**

This Operating Agreement is executed as of July 11, 2001, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Polk County Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Its: Vice President, Operations

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$100.00



Prescribed by J. Kenneth Blackwell

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)

Mail Form to one of the Following:

- o Yes PO Box 1390 Columbus, OH 43216
o No PO Box 670 Columbus, OH 43216
*** Requires an additional fee of \$100 ***

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

INITIAL ARTICLES OF INCORPORATION
(For Domestic Profit or Non-Profit)
Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

- (1) [x] Articles of Incorporation Profit (113-ARF) ORC 1701
(2) o Articles of Incorporation Non-Profit (114-ARN) ORC 1702
(3) o Articles of Incorporation Professional (170-ARP) Profession ORC 1785

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Port Clinton Landfill, Inc.
SECOND: Location Port Clinton (City) Ottawa (County)
Effective Date (Optional) Upon filing Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.

o Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed
Primarily to engage in and conduct business of non-hazardous solid waste management and disposal, and to engage in any other business or activity permitted under Ohio law.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)
1,000 Common 0.01
(No. of Shares) (Type) (Par Value)

(Refer to instructions if needed)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

Steven M. Helm

(Name)
15880 N Greenway-Hayden Loop, Suite 100

(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Scottsdale _____ **Arizona** _____ **85260**
(City) (State) (Zip Code)

(Name)

(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

(City) (State) (Zip Code)

(Name)

(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

(City) (State) (Zip Code)

REQUIRED

Must be authenticated
(signed) by an authorized
representative (**See Instructions**)

/s/ Steven M. Helm _____ May 6, 2004
Authorized Representative Date

Steven M. Helm _____
Print Name

Authorized Representative Date

Print Name

Authorized Representative Date

Print Name

**BYLAWS
OF
PORT CLINTON LANDFILL, INC.**

(hereinafter called the "Corporation")

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death,

resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or

transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of

Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may

give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is

required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the

absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

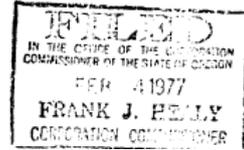
Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Submit in duplicate
Include License and Filing Fees**

One or more natural persons of the age of 13 years or more may incorporate a business corporation by signing, verifying and delivering Articles of Incorporation in duplicate to the Corporation Commissioner. The procedure for the formation of business corporations is set forth in ORS 57.306 through 57.331. See ORS 57.311 for the content of Articles of Incorporation.

Articles of Incorporation



The undersigned natural person(s) of the age of eighteen years or more, acting as mcoTpo^ under the Oregon Business Corporation Act, adopt the following Articles of Incorporation:

ARTICLE I The name of this corporation is United Septic Service, Inc .

(The corporate name must contain the word "Corporation", "Company", "Incorporated" or "Limited" or an abbreviation of one of such words.) and its duration shall be perpetual

ARTICLE II The purpose or purposes for which the corporation is organized are:

To provide septic pumping services and any lawful activity for which corporations may be organized under ORS Chapter 57.

(It is not necessary to set forth in the Articles any of the corporate powers enumerated in ORS 57.030 and 57.035. It is sufficient to state, either alone or with other purposes, "That the corporation may engage in any lawful activity for which corporations may be organized under ORS Chapter 57"; however, it is desirable to state the primary purpose of the corporation in conjunction with such statement.)

ARTICLE III The aggregate number of shares which the corporation shall have authority to issue is 5,000 shares \$1.00 par value

(Insert statement as to par value of such shares or a statement that all of such shares are to be without par value. If there is more than one class of stock, insert a statement as to the preference, limitations and relative rights of each class.)

ARTICLE IV The address of the initial registered office of the corporation is 1330 Bank of California Tower, Portland, Oregon 97205

(Street and Number) (NOTE-A P.O. Box No is not acceptable) (City and state) (ZipCode)

and the name of its initial registered agent at such address is Lee Davis Kell

ARTICLE V The number of directors constituting the initial board of directors of the corporation is one, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name

Lee Davis Kell

Address

(NOTE: A P.O BOX NUMBER IS NOT ACCEPTABLE)
 (Street and Number) (City and State) (Zip)
 1330 Bank of California Tower

 Portland, Oregon 97205

ARTICLE VI The name and address of each incorporator is:

Name

Lee Davis Kell

Address

(NOTE: A P.O BOX NUMBER IS NOT ACCEPTABLE)
 (Street and Number) (City and State) (Zip)
 1330 Bank of California Tower
 Portland, Oregon 97205

ARTICLE VII (Provisions for regulation of internal affairs of the corporation as may be appropriate.)

We, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief, it is true, correct and complete.

/s/ Lee Davis Kell
 Lee Davis Kell

Dated February 1, 1977.

****** Submit articles in duplicate original with filing and license fees as listed below. Duplicate original means both copies MUST have original signatures.

If authorized Shares exceed	But do not exceed	Filing Fee	License Fee	Total Fees
\$ 0	\$ 5,000	\$ 10	\$ 10	\$ 20
5,000	10,000	15	15	30
10,000	25,000	20	20	40
25,000	50,000	30	30	60
50,000	100,000	50	50	100
100,000	250,000	75	75	150
250,000	500,000	100	100	200
500,000	1,000,000	125	125	250

the authorized shares exceed \$1,000,000. a \$200 license fee and a \$200 filing fee—totaling \$400. determine the amount of organization fee payable by a corporation having stock without par value, but for no other [ILLEGIBLE], such shares of stock shall be deemed equivalent to shares having a par value of \$10 each.

File with Corporation Commissioner, Commerce Building, .158 12th Street N.E., Salem, Oregon 97310.

FILED
STATE OF OREGON
MAY 27 1987

STATE OF OREGON
DEPARTMENT OF COMMERCE
CORPORATION DIVISION

Submit the Original
And One True Copy CORPORATION
No Fee Required

ARTICLES OF AMENDMENT
By Shareholders
(ORS 57.370)

A TRUE COPY
Eric Sogge

1. Name of corporation prior to amendment: United Septic Service , Inc.
2. Corporation Division registry number (if known): # 119398-16
3. Date amendment was adopted by shareholders: April 30, 1987
4. State article number(s) and set forth article(s) as amended:

Article I is amended in its entirety to be as follows: "The name of the corporation is Portable Storage Co."

5. Shareholder Vote:

Class of Shares	Number of Shares Outstanding	Number of Shares Entitled to Vote	Number of Shares Voted For	Number of Shares Voted Against
common	1,000	1,000	1,000	none

6. Other provisions, if applicable, required to be set forth by ORS 57.370 (6) and (7):

7. We, the undersigned **officers**, declare under the penalties of perjury that we have examined the foregoing and, to the best of our knowledge and belief, it is true, correct, and complete.

Richard F. Brentano
President or Vice President

and

Duane L. Sorensen
Secretary or Assistant Secretary

Dated: May 14, 1987.

8. Person to contact about this amendment:

Eric Sogge
Name

222-3531
Telephone number

Submit the original and true copy to the Corporation Division, Commerce Building, 158 12th Street NE, Salem, Oregon 97310. There is no fee required. If you have any questions, please call (503) 378-4166.

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
PORTABLE STORAGE CO.

COPY
FILED
AUG 23 1999
SECRETARY OF STATE

1. The name of the corporation is Portable Storage Co.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE VII. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article VII, or adoption of any provision of these Articles of Incorporation inconsistent with this Article VII, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article VII and

pertains to any act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VII unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE VIII. INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article VIII shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article VIII shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article VIII shall be considered a contract right between the corporation and the person entitled to indemnity under this Article VIII.

“D. In addition to any rights set forth above in this Article VIII, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

4. The amendments were approved by the shareholders. One thousand shares of the corporation are outstanding, 1,000 votes are entitled to be cast on the amendments, 1,000 votes were cast for the amendments, and no votes were cast against the amendments.

Portable Storage Co.

By: /s/ Gary A. Barton
Gary A. Barton, Vice President

**AMENDED AND RESTATED BYLAWS
OF
PORTABLE STORAGE CO.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the

meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for

their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties

as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or

in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors

for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or

interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable

standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance

on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



Prescribed by J. Kenneth Blackwell
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)
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***** Requires an additional fee of \$100 *****
PO Box 670
 NO Columbus, OH 43216

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

INITIAL ARTICLES OF INCORPORATION
(For Domestic Profit or Non-Profit)
Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

- (1) Articles of Incorporation Profit (113-ARF) ORC 1701
- (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702
- (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785

Complete the general information in this section for the box checked above.

Name of Corporation Preble County Landfill, Inc.

Location Eaton Preble
(City) (County)

Effective Date 11 /1/2002 Date specified can be no more than 90 days after date of filing.
(mm/dd/yyyy)

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

Purpose for which corporation is formed

Primarily to engage in and conduct the business of non-hazardous waste management and disposal, and to engage in any other business or activity permitted under Ohio law.

Complete the information in this section if box (1) or (3) is checked.

The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

	1,000	common	\$0 . 01
	(No. of Shares)	(Type)	(Par Value)

(Refer to instructions if needed)

**BYLAWS
OF
PREBLE COUNTY LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of

proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to

time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to

believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION
OF
PRICE & SONS RECYCLING COMPANY

1. The name of the Corporation is: Price & Sons Recycling Company, which is incorporated under the Georgia Business Corporation Code. A certificate of the Secretary of State of Georgia reserving said name for the incorporator is attached hereto as Exhibit "A."
2. The Corporation shall have the authority to issue not more than 100,000 shares of common stock having \$1.00 value per share. There shall be one class of shares of stock to be issued with full voting rights. Said shares shall be entitled to receive the net assets of the Corporation upon dissolution.
3. The initial registered office of the Corporation shall be 1650 Virginia Avenue, Atlanta, Fulton County, Georgia, 30337, and the initial registered agent at that address shall be George N. Sparrow, Jr.
4. The name and address of the Incorporator is George N. Sparrow, Jr., 1650 Virginia Avenue, Atlanta, Fulton County, Georgia 30337.
5. The mailing address of the initial principal office of the Corporation is P.O. Box 547, Union City, Georgia 30291, and the street address is 5065 Roosevelt Highway, Union City, Georgia.
6. The initial Board of Directors shall consist of 4 members as follows: Grady Price, John R. Price, Ronald W. Price and Thomas C. Price. The mailing address for all four is P.O. Box 547, Union City, Georgia 30291.
7. No director of the Corporation shall have personal liability to the Corporation or its shareholders for monetary damages for future duty of care or other duty as a director except as provided by O.C.G.A. §14-2-202(b)(4).

JAN. 30 1991

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation.

/s/ George N. Sparrow
GEORGE N. SPARROW, JR.

1650 Virginia Avenue
Atlanta, Fulton County, Georgia 30337
404/768-7617



MAX CLELAND
Secretary of State
State of Georgia

BUSINESS SERVICES AND REGULATION
Suite 315, West Tower
2 Martin Luther King Jr., Drive
Atlanta, Georgia 30334
(404) 656-2817

A100

Eff. 7/1/89
J. F. GULLION
Director

ARTICLES OF INCORPORATION DATA ENTRY FORM
FOR GEORGIA CORPORATIONS

I. Filing Date:	1-23-91	Code:	DP	Docket Number:	91022092
Assigned Exam:		Amount: \$		By:	
Charter Number:	9101196	Completed:			1/18/91

DO NOT WRITE ABOVE THIS LINE - BOS USE ONLY

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE THE REMAINDER OF THIS FORM.

II. Corporate Name:	PRICE & SONS RECYCLING COMPANY				
Mailing Address:	P.O. Box 547				
City:	Union City	County:	Fulton	State:	GA 30291 Zip Code:
III. Fees Submitted By:	George N. Sparrow, Jr., P.C.				
Amount Enclosed: \$	60.00	Check Number:	2871		
IV. Incorporator:	George N. Sparrow, Jr.				
Address:	1650 Virginia Avenue				
City:	Atlanta	State:	GA	30337	Zip Code:
Incorporator:					
Address:					
City:		State:			Zip Code:
V. Registered Agent/Office:	George N. Sparrow, Jr.				
Address:	1650 Virginia Avenue				
City:	Atlanta	County:	Fulton	State:	Georgia 30337 Zip Code:
VI. ARTICLES OF INCORPORATION FILING CHECK-OFF LIST			Applicant	Examiner	
1. Original and one conformed copy of Articles of Incorporation					
2. Corporate name verification number					
3. Authorized shares stated					
4. Incorporator's signature					
5. Past effective date, if applicable					
6. Number of pages attached					
VII. Applicant/Attorney:	George N. Sparrow, Jr.		Telephone:	404/768-7617	
Address:	1650 Virginia Avenue				
City:	Atlanta	State:	Georgia	30337	Zip Code:

NOTICE: Attach original and one copy of the Articles of Incorporation and the Secretary of State filing fee (\$80.00). Mail or deliver to the above address. This form does not replace the Articles of Incorporation.

I understand that the information on this form will be used in the Secretary of State Corporate database. I certify that a notice of intent to incorporate and a publishing fee of \$40.00 has been mailed or delivered to an authorized newspaper, as required by law.

Signed: Claire Griffin Date: 1/18/91
Claire Griffin Béming, Paralegal

**AMENDED AND RESTATED BYLAWS
OF
PRICE & SONS RECYCLING COMPANY
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

(1) The name of the Limited Liability Company is: Prince George's County Landfill, LLC.

(2) The purpose for which the Limited Liability Company is filed is as follows: non-hazardous solid waste management.

(3) The address of the Limited Liability Company in Maryland is 300 Ritchie Road, Capitol Heights, MD 20743.

(4) The resident agent of the Limited Liability Company in Maryland is The Corporation Trust Incorporated whose address is 300 East Lombard Street, Baltimore, Maryland 21202.

(5) /s/ Jo Lynn White

Jo Lynn White

Secretary
Authorized Person(s)

THE CORPORATION TRUST INCORPORATED

(6) /s/ [ILLEGIBLE]

Resident Agent

RETURN TO:

(7)

**OPERATING AGREEMENT OF
PRINCE GEORGE'S COUNTY LANDFILL, LLC**

This Operating Agreement is executed as of August 22, 2003, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Prince George's County Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Maryland law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Maryland shall be The Corporation Trust Incorporated, 300 East Lombard Street, Baltimore, Maryland, County of Baltimore City. The registered office may be changed to any other place within the State of Maryland upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Maryland are The Corporation Trust Incorporated, 300 East Lombard Street, Baltimore, Maryland. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Maryland, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Maryland. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 4A-903 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 4A-904 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Maryland Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Maryland Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Maryland Law. The laws of the State of Maryland shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Maryland Limited Liability Company Act, as set forth in Maryland Code Ann. Tit. 4A, § 101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00

ARTICLES OF INCORPORATION

OF

R.C. MILLER ENTERPRISES, INC

The undersigned, who are citizens of the United States, desiring to form a Corporation for profit under the General Corporation Act of Ohio, do hereby certify:

FIRST: The name of said corporation shall be R. C. Miller Enterprises, Inc.

SECOND: The place in the State of Ohio where its principal office is to be located is 1800 Ninth Street N.E., Canton, Stark County, Chic 44705.

THIRD: The purpose for which it is formed is to engage in any lawful act or activity for which corporations may be formed under Section 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio.

[ILLEGIBLE] corporation reserves the right, at any time and from time to time, substantially to change its purposes, in the manner now or hereafter permitted by statute. Any change of the purposes of the corporation, authorized or approved by the holders of the shares entitling them to exercise the proportion of the voting power of the corporation now or hereafter required by statute, shall be binding and conclusive upon every shareholder of the corporation as fully as if such shareholder had voted therefore; and no shareholder, notwithstanding that he may have voted against such change of purposes or may have objected in writing thereto, shall be entitled to payment of the fair cash value of his share.

FOURTH: The maximum number of shares which the corporation is authorised to have outstanding is twenty thousand (20,000) shares without per value.

Shares without par value may be issued pursuant to subscriptions taken by the incorporators for such amount of consideration as may be specified by the incorporators, and, after organization, shares without par value now or hereafter authorised may be issued or agreed to be issued from time to time for such amount or amounts of consideration as may be fixed from time to time by the board of directors. The board of directors In its discretion may fix different amounts and/or kinds of consideration for the issuance of shares without per value whether issue at the same or different times, and may determine at only a part or proportion of the amount or amounts if consideration

which shall be received by the corporation shall be stated capital. Any and all shares without par value so issued, the consideration for which, as fixed by the incorporators or by the board, of directors, has been paid or delivered, shall be full paid and nonassessable.

FIFTH: The amount of capital with which the corporation will begin business is Five Hundred Dollars (\$500.00).

SIXTH: The board of directors is hereby authorized to fix and determine and to vary the amount of working capital of the corporation; to determine whether any, and if any, what part of its surplus, however created or arising, shall be used or disposed of or declared in dividends or paid to shareholders, and without action by the shareholders, to use and apply such surplus, or any part thereof, at any time or from time to time to the purchase or acquisition of shares, bonds, debentures, notes, scrip, warrants, obligations, evidences of indebtedness of the corporation or other securities of the corporation, to such extent or amount and in such manner and upon such terms as the board of directors shall deem expedient.

SEVENTH: Every statute of the State of Ohio hereafter enacted, whereby the rights or privileges of shareholders of a corporation organized under the General Corporation Act of said state are increased, diminished or in any way affected, or whereby effect is given to any action authorized, ratified or approved by less than all the shareholders of any such corporation, shall apply to this corporation and shall be binding upon every shareholder thereof to the same extent as if such statute had been in force at the date of the filing of these Articles of Incorporation.

EIGHTH: A director of this corporation shall not be disqualified by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction or contract or act of this corporation be void or voidable or in any way affected or in validated by reason of the fact that any director or any firm of which any director is a member or any corporation of which any director is a shareholder or director is in any interested in such transaction or contract or act provided the fact that such director of such firm or such corporation is so interested shall be disclosed or shall be known to the board of directors at which action upon any such contract or transaction or act shall be taken; nor shall any such director be accountable or responsible to the corporation or for any gains or profits realized by him by reason of the

fact that he or any firm of which he is a member or any corporation of which he is a shareholder or director is interested in such transaction or contract or act; any such director may be counted in determining the existence of a quorum at any meeting of the board of directors of the corporation which shall authorize or take action in respect to any such contract or transaction or act and may vote thereat to authorize, ratify or approve any such contract or transaction or act, with like force and effect, as if he or any firm of which he is a member or any corporation of which he is a shareholder or director were not interested in such transaction or contract or act.

NINTH: The corporation shall indemnify and hold harmless each person who shall serve at any time as a director or officer of the corporation from and against any and all claims and liabilities to which such person shall become subject by reason of his having been a director or officer of the corporation, or by reason of any action alleged to have been taken or omitted by him as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against or be reimbursed for any expense incurred arising out of his own negligence or willful misconduct. The rights accruing to any person under the foregoing provisions in this article shall not exclude any other right to which he may be lawfully entitled, or shall anything herein contained restrict the right of the corporation to indemnify or reimburse such person in any proper case even though not specifically herein provided for.

TENTH: No holder of shares of the corporation shall have any preemptive right to subscribe for or to purchase any shares of the corporation of any class, whether such shares or such class be now or hereafter authorized.

IN WITNESS, WHEREOF, we have hereunto set our hands, this 13 day of November, 1992.

/s/ Ronald C. Miller
RONALD C. MILLER

/s/ Patricia A. Miller
PATRICIA A. MILLER

/s/ Richard D. Miller
RICHARD D. MILLER

**AMENDED AND RESTATED BYLAWS
OF
R.C. MILLER ENTERPRISES, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

APPROVED FOR FILING
By CS
Date 6-11-69
Amount 500
148-82

C-101 Prescribed by Secretary of State—Ted W. Brown.

Articles of Incorporation
- OF -

R. C. MILLER REFUSE SERVICE INC.
(Name of Corporation)

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be _____

R.C. MILLER REFUSE SERVICE INC.

SECOND. The place in Ohio where its principal office is to be located is

RED #2, Minerva, Augusta Township, _____ Carroll _____ County.
(City, Village or Township)

THIRD. The purposes for which it is formed are:

To establish, maintain, conduct and carry on the business of refuse collection, and disposal; and in conjunction therewith, to acquire, own, store, hold, use, sell, distribute, lease, pledge, and otherwise dispose of and generally deal with any and all phases of business that may be allied with the general refuse business.

To build, purchase, lease as lessee or otherwise acquire, own, hold, use, improve, equip and maintain, mortgage, convey in trust, or otherwise encumber, sell, convey, assign, lease as lessor, and otherwise of any and all personal property of value.

In furtherance and not in limitation of the general powers conferred by the laws of the State of Ohio, and the objects and purposes herein set forth, it is expressly provided that this corporation shall have the power and authority to carry on any other business which may seem to the Corporation capable of being carried on in connection with the power of calculated directly or indirectly to enhance the value of the corporation's property or right and to exercise all powers incidental to the purposes herein stated.

**AMENDED AND RESTATED BYLAWS
OF
R.C. MILLER REFUSE SERVICE, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

PARTNERSHIP AGREEMENT
FOR
RABANCO COMPANIES

This agreement is entered into on November 25, 1985, 1985, between SEATTLE DISPOSAL CO., RABANCO LTD., RENOSA PARTNERS, R & B ASSOCIATES, EASTSIDE PARTNERS, AIRPORT WAY ASSOCIATES, PAPER FIBERS CO., and IDEAL PAPER STOCK CORP.

SECTION 1 — PURPOSE

1.01 Name and Business. The name of the partnership will be RABANCO COMPANIES. The partnership is formed for the specific purpose of acquiring and operating refuse businesses and for purchasing and holding real estate for investment purposes, and developing land, and investing in real properties. In addition, the partnership may buy, lease, rent, or otherwise acquire and own real and personal property, improved or unimproved, or any right or interest therein; manage, improve, or develop such property; mortgage, sell, lease, assign, transfer, or otherwise dispose of such property or any interest therein; and transact any or all lawful business for which a partnership may be formed under the Washington Uniform Partnership Act.

1.02 Place of Business. The principal office of the partnership will be located at 9 South Massachusetts Street, Seattle, Washington 98134. The partnership may also conduct business at such additional places as the partners may agree.

SECTION 2 — CAPITAL CONTRIBUTIONS

2.01 Contributions. The partners will contribute to the partnership on or before December 31, 1985 all of their assets and liabilities except (a) real property and purchase money indebtedness secured by such real property and (b) other assets and liabilities set forth on Exhibit A.

2.02 Capital Accounts. A separate capital account will be maintained for each partner. The amount of each partner's capital account will be equal to the sum of the cash plus the adjusted basis of the property contributed by that partner as his initial contribution to the partnership capital, plus the cash and the adjusted basis of other property contributed to the partnership as additional contributions to partnership capital, plus his share of partnership income, less his share of partnership losses, and less the amount of money and the adjusted basis of any partnership property distributed to him.

2.03 Additional Capital Contributions.

(a) Whenever it is determined that additional capital is required for the conduct of the partnership business, then:

To the extent such capital is to be used to expand or aid in the operation of a division or profit center contributed by a particular partner, that partner shall be required to make the capital contribution. To the extent such capital contribution is to be used to aid or expand the partnership generally then each partner will contribute his pro rata share of the additional capital required, in proportion to its

interest in non-allocated items of income, loss deduction and credit as set forth in Section 6.01.

The determination that additional capital is required will be made as follows:

The managing partner may in any fiscal year require additional capital contributions not exceeding from all the partners a total amount of \$500,000.

The management committee may require an unlimited amount of additional capital contributions.

(b) If any partner fails to contribute his share of additional capital within twenty (20) days after it is determined that additional contributions are necessary, the contributing partners may contribute the required amount to the partnership, on behalf of the noncontributing partners. Any such contributions will be deemed to be loans from the contributing partners to the noncontributing partners. The loans will be repaid by the noncontributing partners directly to the contributing partners. The loans will bear interest at the rate of twelve percent (12%) per annum, or at a rate equal to the Peoples Bank prime rate plus three percent (3%) per annum, whichever is greater, determined as of the date the loan is made and adjusted every three (3) months thereafter. Until the loans have been repaid in full, the contributing partners may require any distributions from the partnership otherwise payable to the noncontributing partners to instead be paid directly to the contributing partners in repayment of the loans.

2.04 Return of Capital Contributions. Except as otherwise specifically provided herein, no partner will have the right:

- (a) To demand or receive the return of any part or all of his capital account or of his contribution to the partnership capital; or
- (b) To demand or receive property other than cash in return for his contribution to the partnership capital.

2.05 Interest on Capital Contributions. No partner will have the right to receive any interest on his capital account or on his contributions to the partnership capital.

SECTION 3 — COMPENSATION

3.01 Salaries of Partners. No partner will have the right to receive any salary or other compensation for his services except as expressly authorized by the Management Committee.

3.02 Reimbursement of Expenses. Each partner will be entitled to reimbursement for all costs and expenses reasonably incurred on behalf of the partnership.

SECTION 4 — MANAGEMENT

4.01 Managing Partners/Management Committee.

- (a) All decisions required to be made in the ordinary course of business on a day-to-day basis will be made by RABANCO, LTD. which will be the “Managing Partner” of the partnership.
- (b) Any decisions which are not in the ordinary course of business on a day-to-day basis will be made by the

“Management Committee,” which will consist of JOSIE RAZORE, WARREN J. RAZORE, JOHN BANCHERO, SR., AND JOHN BANCHERO, JR. Such Management Committee decisions include but are not limited to the following:

(1) Borrowing an amount in excess of \$500,000 on behalf of the partnership.

(2) Lending an amount in excess of \$500,000 on behalf of the partnership.

(3) Selling, exchanging, leasing, encumbering, or otherwise transferring all or substantially all of the partnership assets or all or substantially all of the assets of any profit center or division of the partnership.

(4) Distributions of cash to the partners in excess of those distributions required under Section 8.

(5) The acquisition of any new business by the partnership or by any profit center or division and the interest in that new business, if any, to be allocated to each profit center or division.

(6) The addition of any new partners.

(c) Upon the death, resignation, or incapacity of any Razore member of the Management Committee, the surviving or remaining Razore member of the Management Committee will appoint a successor to fill the vacancy. If there is then no remaining Razore member of the Management Committee, the members of the Razore family who then own interests in the partners of the partnership will appoint two successors to fill the two Razore vacancies.

(d) Upon the death, resignation or incapacity of a Banchemo member of the Management Committee, the surviving or remaining Banchemo member of the Management Committee will appoint a successor to fill the vacancy. If there are then no remaining Banchemo members of the Management Committee, the members of the Banchemo family who then own interests in the partners of the partnership will appoint two successors to fill the two Banchemo vacancies.

4.02 Vote of the Partners.

(a) All partnership decisions will be made by a unanimous vote of the Management Committee, except as otherwise specifically provided herein.

(b) A partner may authorize another partner or an agent of a corporate partner or of a partnership that is a partner to vote its interest in the partnership, by giving written notice of such authorization to the managing partner. The authorization may be revoked at any time by giving written notice of such revocation to the managing partner. The managing partner will promptly mail copies of such authorization or revocation to all of the partners.

SECTION 5 — FINANCIAL RECORDS AND ACCOUNTING

5.01 Partnership Records.

(a) The partnership's financial records will be kept on a basis consistent with the accounting methods followed by the partnership for federal income tax purposes.

(b) The partnership books and records will be kept at the partnership office, and will be available for all partners, partners of partnership partners, and shareholders of corporate partners (or their duly authorized representatives) to inspect and copy during reasonable business hours.

5.02 Fiscal Year. The partnership's financial records and income tax returns will be kept on a calendar year basis.

5.03 Partnership Tax Returns.

(a) Each partner and any partners or shareholders of partners that are partnerships or corporations will be provided with a copy of the partnership's tax returns and information regarding the partnership's taxable income or loss and each separately stated item of income, gain, loss, deduction, or credit that is relevant in reporting partnership income (including that partner's distributive share of each such item). This information will be furnished to the partners as soon as practicable after the end of each fiscal year (but no later than sixty (60) days after the end of each fiscal year).

(b) The Management Committee will designate a "Tax Matters Partner." The tax matters partner will be responsible for representing the partnership in any audit of its income tax returns, and will have such other duties as are provided in IRC 6223 et seq. In exercising his authority, the tax matters partner will first consult with the Management Committee. Selection of tax counsel, selection of a forum to

contest a position taken by the Internal Revenue Service, and any compromise or settlement affecting other partners will require the approval of the Management Committee, provided that this requirement is consistent with income tax regulations.

SECTION 6 — ALLOCATIONS

6.01 Allocation of Gain and Loss. Following the initial contribution of assets to the partnership in exchange for partnership interests, divisions or profit centers will be established through which the business of each of the contributing partners shall continue to be conducted. The assets of each contributing partner will be allocated to a separate division or profit center. If new or additional assets are needed by a division or profit center, they will be acquired by that division or profit center. Each item of income, gain, loss, deduction, or credit of each profit center for each fiscal year will be allocated to the partner who contributed the initial assets making up that particular division or profit center.

To the extent the partnership acquires additional assets or conducts businesses that are not specifically allocated to a contributed profit center or division or to a group of contributed profit centers or divisions (unallocated assets or businesses), each partner shall be allocated a portion of the taxable income or loss and each separately stated item of income, gain, loss, deduction, or credit generated by those unallocated assets or businesses corresponding to that

partner's interest in the profits of the partnership for that partnership taxable year determined on the basis of only those profits attributable to businesses that are specifically allocated to contributed profit centers or divisions or to groups of contributed profit centers or divisions. In making this computation for the allocation of unallocated partnership profits and losses, divisional losses will not be taken into account.

The preceding allocation of gains and losses from assets and businesses that are not specifically allocated to a contributed profit center or division can be illustrated by the following example: Assume in a taxable year that Partner A had income from businesses specifically allocated to that partner of \$50,000, Partner B had income of \$30,000, Partner C had losses of \$40,000, and the other partners each had no net gains or losses. In making the allocation of gains or losses from assets or businesses that are not specifically allocated to a contributed profit center or division, Partner A will be allocated five-eighths ($5/8$ ths) of the profits and losses, Partner B three-eighths ($3/8$ ths), and none of the other partners will share in the allocation.

In the event that no partners have any gains attributable to assets and businesses that are specifically allocated to contributed profit centers or divisions, then each partner shall be allocated an equal amount of the taxable income or loss and each separately stated item of income, gain, loss,

deduction, or credit that is generated by the unallocated assets or businesses.

6.02 Allocations During The Year In Which A Shift In A Partner's Interest Occurs. If there is any change in the percentage profits interest in the partnership held by any partner or if a partner sells his interest in the partnership, the allocations provided for in Section 6.01 above will be allocated between the transferor and transferee based upon the respective portions of the year that the transferor and transferee held such interests as if the period between such changes were separate fiscal years.

SECTION 7 — DISTRIBUTIONS

As soon as practical after the end of each fiscal year (but no later than sixty (60) days after the end of each fiscal year), the partnership will distribute to the partners an amount equal to the total hypothetical federal income tax liability payable by that partner (in the case of a partnership partner, this will be based upon the assumption that the partnership is a taxpaying entity) with respect to its allocable share of partnership income for that fiscal year. In determining this amount, the deductions and credits which are passed through to the partners with respect to such income will be taken into account, and it will be assumed that each partner is taxed at the then existing highest marginal rate for individuals. The amount computed in the preceding two sentences will be increased by an amount equal to salaries,

operating expenses and other required distributions which the partners of this partnership are required to pay and which were not paid by this partnership.

The Management Committee is authorized to distribute additional funds to partners who have capital accounts in excess of that which is needed for the business and the Management Committee shall authorize such distributions when appropriate on either a pro rata or a non-pro rata basis.

SECTION 8 — WITHDRAWAL RIGHTS

A partner may elect to withdraw from the partnership at any time by giving written notice of such election to the managing partner at least six (6) months prior to the date of withdrawal. Any partner of a partnership partner or shareholder of a corporate partner may exercise this withdrawal right and no withdrawal of any partner from this partnership shall terminate this partnership. The managing partner will promptly mail copies of any withdrawal notice to all of the partners. Each partner agrees that in the event the provisions of the second sentence of this Section 8 conflict with any provision of any agreement or document regulating or restricting the internal management rights of a particular partner, such as Bylaws, Stockholders Agreements or Partnership Agreements, then the provisions of the second sentence of this Section 8 shall control and to that extent such documents or agreements are hereby deemed amended.

In the event of such withdrawal, the withdrawing partner shall be entitled to receive the then existing assets subject to the then existing liabilities of the profit center or profit centers that were initially contributed by that partner as well as any assets subject to any liabilities subsequently acquired by that profit center. Unless otherwise agreed, the withdrawing partner shall be required to assume any recourse liabilities of the profit center being distributed.

The withdrawing partner shall also be entitled to receive an additional distribution based on the value of any assets and liabilities not allocated to a profit center or division. In determining the amount of this distribution, all such non-allocated assets shall be revalued to reflect fair market value and the capital accounts of all partners shall be adjusted to reflect how such gain or loss would have been allocated under Section 6.01 if such non-allocated assets had been sold. An amount of cash (or cash and non-allocated assets) shall then be distributed to such partner equal to such partner's capital account as so adjusted and increased by any non-allocated liabilities assumed by the withdrawing partner and decreased by any non-allocated liabilities from which such partner is deemed to have been relieved because of the distribution.

To the extent any withdrawing partner has a deficit in its capital account as adjusted in accordance with this Section 8, it will be required to restore such deficit to the partnership at the time of withdrawal.

SECTION 9 — DISSOLUTION

9.01 **Definition and Effect.** Upon the occurrence of any of the following events, the partnership will be dissolved and liquidated pursuant to Section 9.02:

- (a) The determination of the Management Committee to dissolve the partnership.
- (b) The entry of a decree of judicial dissolution pursuant to RCW 25.04.320.
- (c) The entry of a decree adjudicating the partnership to be bankrupt.
- (d) The liquidation, dissolution or bankruptcy, of any partner, unless such partner's partnership interest is transferred pursuant to Section 10.02 to a permitted successor partner that is not bankrupt.
- (e) The voluntary or involuntary transfer of any of a partner's partnership interest to anyone other than a permitted transferee under Section 10.02.

9.02 **Liquidation.** The liquidation of the partnership will proceed as follows:

(a) The partnership's activities will be limited to the winding up of its affairs and the distribution of its assets in an orderly manner. The partnership will be managed during liquidation by the Management Committee (excluding any member of this committee who is in breach of this Agreement).

- (b) The partners will continue to share profits and bear losses as provided in this Agreement during the winding up period.

(c) Any profit center or division contributed by any partner or any partner's predecessor-in-interest shall be distributed to that partner together with all liabilities associated with that profit center or division.

(d) To the extent any assets or liabilities of the partnership are not allocated to one of the contributed profit centers or divisions, such assets and liabilities shall be allocated in accordance with each partner's capital account. In making this allocation, all such non-allocated assets shall be revalued to reflect fair market value and the capital accounts of all partners shall be adjusted to reflect how such gains or losses would have been allocated under Section 6.01 if such non-allocated property had been sold and such gain allocated in accordance with the allocation of profits and losses during the preceding taxable year. An amount of cash or non-allocated property shall be distributed to each partner in proportion to each partner's capital account as so adjusted, increased by any non-allocated liabilities assumed and decreased by any non-allocated liabilities from which such partners are deemed to be relieved because of the distribution.

(e) To the extent that any partner has a deficit in his capital account, such partner shall be required to restore that deficit to the partnership at the time of the liquidation distribution.

(f) No liquidating distribution of partnership assets shall take place until all partnership liabilities have

been paid or other arrangements for the payment of such liabilities have been made.

(g) The partnership will not terminate until the winding up, liquidation of the partnership assets, and distribution of proceeds are completed.

SECTION 10 — TRANSFERS OF PARTNERSHIP INTERESTS

10.01 Restriction on Transfers of Partnership Interests. No partner (nor the spouse, employee or agent of any partner) may sell, assign, transfer, mortgage, pledge, grant a security interest in, or otherwise dispose of his interest in the partnership, his right to participate in management, his rights to specific partnership property, or any other right or interest he may have in the partnership, nor may he enter into any agreement as a result of which any other person or entity will obtain any right or interest in the partnership, except as specifically permitted in this agreement. Any such transfer or other disposition (whether voluntary or involuntary) which is not specifically permitted in this agreement will be void.

10.02 Permitted Transfers.

(a) Transfers to Related Parties.

(1) A partner may transfer any part or all of his partnership interest to another partner of this partnership; to a partner in a partnership that is a partner herein; to an existing shareholder of a corporate partner; to a trust having as its only trustees any of those persons; or to a

corporation, partnership, or other entity in which voting control is held by any of those persons or entities.

(2) If any partnership interest is transferred to another partner or other entity pursuant to subparagraph (1) above, and if that partner or other entity subsequently ceases to be a permitted transferee under subparagraph (1), the transfer of the partnership interest will no longer qualify as a permitted transfer pursuant to subparagraph (1) above.

(b) Death or Termination of a Partner. If a partner does not exercise its withdrawal rights under Section 8 within 60 days of any of the following events, upon the death, termination, dissolution or liquidation of a partner, any of his or its interest in the partnership which is not transferred to related parties pursuant to paragraph 10.02(a) will be available for purchase by the remaining partners. The remaining partners may elect to purchase all (but not less than all) of such interest in the partnership at fair market value as agreed by the parties or if they fail to agree as provided for in paragraph 11.04(b).

10.03 Admission or Substitution of a Partner.

(a) Permitted transferees will be admitted as partners when the requirements of this paragraph have been satisfied. No other persons or entities will be admitted or substituted as partners unless the approval of the Management Committee has been obtained and the following instruments have

been submitted in a form satisfactory to the Management Committee:

(1) A written assignment or other instrument authorizing the admission or substitution.

(2) A written statement by the person or entity to be admitted or substituted as a partner (and by his spouse if the partner to be admitted is a married individual) agreeing to be bound by all of the terms and conditions of the partnership agreement and of any amendments thereto.

(3) All other instruments reasonably required to complete the admission or substitution.

SECTION 11 — GENERAL PROVISIONS

11.01 Notices. Whenever this agreement requires that notice be given, the notice will be deemed to have been given on the date that it is either mailed by registered or certified mail to that person at his mailing address as shown in Exhibit B, or hand delivered to that person. A person may change his mailing address by sending written notice of the new mailing address to the Managing Partner.

11.02 Partnership Meetings. All decisions required to be made by a vote of the partners will be made at a partnership meeting (unless all of the partners entitled to vote thereon agree otherwise in writing). A partnership meeting may be called by any of the partners. Notice of a partnership meeting will be given to all the partners at least twenty (20) days prior to the meeting, unless all of the partners sign a written waiver of notice.

11.03 Amendment of Partnership Agreement. The partnership agreement may only be amended by unanimous vote of all the partners and only with the unanimous consent of the management committee. All amendments to the partnership agreement will be in writing and attached hereto.

11.04 Arbitration.

(a) If any dispute arises in regard to this agreement, the dispute will be resolved by arbitration. The arbitration will be governed by the rules of arbitration set forth in Chapter 7.04 of the Revised Code of Washington, and, with respect to such matters as are not covered therein, by the rules and regulations of the American Arbitration Association.

(b) In the event of arbitration on the value of a partnership interest, the selling partner will appoint one arbitrator and the buying partners will appoint one arbitrator within twenty (20) days after the date that the value was to be determined. If the two arbitrators cannot agree on a value, they will appoint a third arbitrator within an additional twenty (20) days. Thereafter, the decision of a majority of the arbitrators will be made within a final twenty (20) day period, and will be binding upon all of the parties.

(c) In the event of arbitration of any other dispute, each group of disputing partners will appoint one arbitrator within twenty (20) days after all partners receive written notice from any partner that the dispute will be submitted to arbitration. If there are an even number of

arbitrators who cannot agree, they will appoint an additional arbitrator within twenty (20) days after their appointment. The decision of a majority of the arbitrators will be made within twenty (20) days after all arbitrators have been appointed, and will be binding upon all of the parties.

(d) The following will apply to any arbitration pursuant to any provision of this agreement:

(1) If any partner or group of disputing partners fails to validly appoint an arbitrator within the specified time period, any other party to the arbitration may request a court of appropriate jurisdiction to appoint an arbitrator to represent that partner or group of disputing partners. If no such arbitrator is appointed by a court within twenty (20) days after the end of such specified time period, the other validly appointed arbitrator or arbitrators will in good faith render a decision on the matter in arbitration.

(2) The expenses of arbitration (except attorneys' fees) will be divided equally between the selling partner and the buying partners (or the groups of disputing partners).

(3) Notwithstanding anything to the contrary herein, the arbitration hearing will commence within six (6) months after the dispute becomes subject to arbitration pursuant to this paragraph; the hearing will be completed within one (1) month thereafter; and the decision of the arbitrators

will be rendered within one (1) month after the completion of the hearing.

11.05 Severability. If any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions will be construed to be valid and enforceable to the greatest extent possible.

11.06 Heirs and Assigns. This agreement will be binding upon, and inure to the benefit of, each of the undersigned partners and any persons or entities who subsequently become partners and their spouses, and their heirs, personal representatives, successors, and assigns.

11.07 Applicable Law. This agreement will be governed by the laws of the State of Washington.

SEATTLE DISPOSAL CO.

By: /s/ Josie Razore
Josie Razore, Partner

By: _____

By: /s/ John S. Banchemo Sr.
Banchemo Associates, a
Partnership, Partner

RABANCO, LTD.

By: /s/ Warren J. Razore
Its President

R & B ASSOCIATES

By: /s/ Warren J. Razore
_____, Partner

EASTSIDE PARTNERS

By: /s/ Warren J. Razore
_____, Partner

AIRPORT WAY ASSOCIATES

By: /s/ Warren J. Razore
_____, Partner

RENOSA PARTNERS

By: /s/ Warren J. Razore
_____, Partner

PAPER FIBERS COMPANY

By: /s/ Warren J. Razore
_____, Partner

IDEAL PAPER STOCK CORP.

By: /s/ Josie Razore

President

Exhibit A

<u>Partner</u>	<u>Personal Property and Liabilities Not Being Transferred</u>
1. Rabanco Ltd	All stock owned by Rabanco Ltd. in Environmental Security Corp.
2. Seattle Disposal Co	1973 Kenworth truck #291 All customers and containers on Route 291 which are attached hereto Certificate of Public Convenience and Necessity, Permit No. G-124

ADDENDUM NO. 1 TO PARTNERSHIP AGREEMENT
FOR RABANCO COMPANIES

This Addendum No. 1 to that certain Partnership Agreement for Rabanco Companies is entered into simultaneously with the execution of the Partnership Agreement and is incorporated herein in its entirety.

The Washington Utilities and Transportation Commission is, as a condition to the transfer of necessary permits to the Partnership, requiring that the interest of each of the partners in the Partnership be identified. If the Partnership had commenced operations on July 1, and each of the partners had made its required capital contribution as of June 30, 1985, each of the partners would have had the following interest in the partnership:

Seattle Disposal Company	- 58%
Rabanco, Ltd.	- 17%
Renosa Partners	- 4.5%
R and B Associates	- 0.3%
Eastside Partners	- 5.0%
Airport Way Associates	- 5.0%
Paper Fibres Company	- 7.0%
Ideal Paper Stock Company	- 3.2%

The partners acknowledge that the percentage interests set forth above are for illustrative purposes only, and agree that the exact interests of each of the partners in the Partnership will be determined pursuant to Section 2.2 of the Partnership Agreement when all of the partners have made their required capital contributions and if the actual interests of the partners as then determined are different from the percentage interests set forth above, that the actual interests shall be determinative and binding on the parties.

FIRST AMENDMENT TO
PARTNERSHIP AGREEMENT

This First Amendment to the Partnership Agreement dated November 25, 1985, is made by and among SEATTLE DISPOSAL CO., RABANCO LTD., RENOSA PARTNERS, R & B ASSOCIATES, EASTSIDE PARTNERS, AIRPORT WAY ASSOCIATES, PAPER FIBERS CO., IDEAL PAPER STOCK CORP., and SEA BAY TRANSPORTATION, INC.

1. The preamble to the Partnership Agreement is hereby amended to add SEA BAY TRANSPORTATION, INC. as a partner, and shall read as follows:

This agreement is entered into on November 25, 1985, between SEATTLE DISPOSAL CO., RABANCO LTD., RENOSA PARTNERS, R & B ASSOCIATES, EASTSIDE PARTNERS, AIRPORT WAY ASSOCIATES, PAPER FIBERS CO., IDEAL PAPER STOCK CORP, and SEA BAY TRANSPORTATION, INC.

2. All provisions of the partnership agreement which have not been amended by this first amendment agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have/signed this Agreement this 19 day of November, 1986.

SEATTLE DISPOSAL CO.

R & B ASSOCIATES

By /s/ Josie Razore
Josie Razore, Partner

By /s/ Warren J. Razore
General, Partner

By /s/ John S. Banchero, Sr.
Banchero Associates, a Partnership, Partner

EASTSIDE PARTNERS

By /s/ Warren J. Razore
General, Partner

RABANCO, LTD

By /s/ Warren J. Razole
Its Pres

RENOSA PARTNERS

By /s/ Warren J. Razole
Pres, Partner

SEA BAY TRANSPORTATION, INC.

By /s/ Warren J. Razole
President

AIRPORT WAT ASSOCIATES

By /s/ Warren J. Razole
General, Partner

PAPER FIBERS COMPANY

By /s/ Warren J. Razole
General, Partner

IDEAL PAPER STOCK CORP.

By /s/ John S. Banchemo
President

SECOND AMENDMENT TO PARTNERSHIP AGREEMENT

This Second Amendment to the Partnership Agreement dated November 25, 1985 is made by and among Seattle Disposal Co., R & B Associates, Eastside Partners, Rabanco, Ltd., Renosa Partners, Sea Bay Transportation, Inc., Airport Way Associates, Rabanco Recycling Partnership, Paper Fibers Co. and Ideal Paper Stock Corp.

1. Effective April 18, 1988, Rabanco Recycling, Inc. is admitted as a partner of Rabanco Companies and for its initial capital contribution contributes the assets set forth on Exhibit A, which assets shall be allocated to a separate division or profit center as provided in Section 6.
 2. Rabanco Recycling, Inc. shall not be liable for any debts or liabilities incurred by Rabanco Companies prior to April 18, 1988, including, without limitation, obligations to Metlife Capital Corporation and Safeco Credit Company, Inc.
 3. All provisions of the Partnership Agreement which have not been amended by this Second Amendment shall remain in full force and effect.
 4. This Agreement may be executed in counterparts.
-

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 15th day of July, 1988.

SEATTLE DISPOSAL CO.

By /s/ Josie Razore
Josie Razore, Partner

By Banchemo Associates, a
Partnership

By /s/ John S. Banchero
_____, Partner

RABANCO, LTD

By /s/ Warren J. Razore
Its pres

RENOSA PARTNERS

By /s/ Warren J. Razore
Mgr partner, partner

SEA BAY TRASPORTATION, INC.

By /s/ Warren J. Razore
President

R & B ASSOCIATES

By /s/ Warren J. Razore
mgr, Partner

AIRPORT WAY ASSOCIATES

By /s/ Warren J. Razore
mgr, Partner

PAPER FIBERS COMPANY

By /s/ Warren J. Razore
mgr, Partner

IDEAL PAPER STOCK CORP.

By /s/ Warren J. Razore
_____, Partner

RABANCO RECYCLING, INC.

By /s/ Warren J. Razore
Its _____

SCHEDULE A

ASSETS CONTRIBUTED BY RABANCO RECYCLING, INC.

ATTACHMENT A

RABANCO RECYCLING
 Balance Sheet
 January 31, 1988

	Opening Rabanco Recycling
ASSETS	
CURRENT ASSETS	
Cash	(5,563.84)
Accounts Receivable — Trade	150,074.22
Allowance For Bad Debts	(19,619.60)
Prepaid Expenses	<u>4,050.22</u>
TOTAL CURRENT ASSETS	128,941.00
FIXED ASSETS	
Vehicles	8,712.23
Containers	136,210.51
Toters	24,610.10
Paper Plant Equipment	76,649.06
Accumulated Depreciation	(72,938.22)
Work In Progress	<u>2,884,078.06</u>
TOTAL FIXED ASSETS	<u>3,057,321.74</u>
TOTAL ASSETS	<u>3,186,262.74</u>
LIABILITIES & EQUITY	
CURRENT LIABILITIES	
Accounts Payable	180,846.04
Accrued Wages	3,583.03
Due To/From Affiliates	<u>2,991,832.67</u>
TOTAL CURRENT LIABILITIES	3,176,261.74
EQUITY	
Common Stock	10,001.00
Partners Equity	0.00
Net Income(Loss)	<u>0.00</u>
TOTAL EQUITY	<u>10,001.00</u>
TOTAL LIABILITIES & EQUITY	<u>3,186,262.74</u>

RABANCO RECYCLING
Balance Sheet
January 31, 1988

	Per Original T.B.	Retained by Paper Fibers	Opening Rabanco Recycling
ASSETS			
CURRENT ASSETS			
Cash	(5,563.84)	0.00	(5,563.84)
Accounts Receivable — Trade	150,074.22	0.00	150,074.22
Allowance For Bad Debts	(19,619.60)	0.00	(19,619.60)
Prepaid Expenses	4,050.22	0.00	4,050.22
TOTAL CURRENT ASSETS	128,941.00	0.00	128,941.00
FIXED ASSETS			
Vehicles	8,712.23	0.00	8,712.23
Containers	136,210.51	0.00	136,210.51
Toters	24,610.10	0.00	24,610.10
Paper Plant Equipment	76,649.06	0.00	76,649.06
Accumulated Depreciation	(72,938.22)	0.00	(72,938.22)
Work In Progress	2,884,078.06	0.00	2,884,078.06
TOTAL FIXED ASSETS	3,057,321.74	0.00	3,057,321.74
TOTAL ASSETS	3,186,262.74	0.00	3,186,262.74
LIABILITIES & EQUITY			
CURRENT LIABILITIES			
Accounts Payable	180,846.04	0.00	180,846.04
Accrued Wages	3,583.03	0.00	3,583.03
Due To/From Affiliates	2,939,481.74	(52,350.93)	2,991,832.67
TOTAL CURRENT LIABILITIES	3,123,910.81	(52,350.93)	3,176,261.74
EQUITY			
Common Stock	0.00	(10,001.00)	10,001.00
Partners Equity	54,684.27	54,684.27	0.00
Net Income(Loss)	7,667.66	7,667.66	0.00
TOTAL EQUITY	62,351.93	52,350.93	10,001.00
TOTAL LIABILITIES & EQUITY	3,186,262.74	0.00	3,186,262.74

THIRD AMENDMENT TO PARTNERSHIP AGREEMENT

This Third Amendment to the Partnership Agreement for Rabanco Companies, dated November 25, 1985, as amended by First Amendment dated November 19, 1986 and Second Amendment dated July 15, 1988, is made by and among the undersigned partners.

1. On or before December 31, 1989, Renosa Partners contributed its partnership interest in Rabanco Companies to Rabanco Recycling, Inc., and as of December 31, 1989, withdrew from the partnership.
2. Effective December 31, 1987, R&B Associates' interest in Rabanco Companies was redeemed by the partnership, and as a result, withdrew from the partnership that date.
3. The reference in the introductory paragraph of the Second Amendment to Rabanco Recycling Partnership is corrected to refer to Rabanco Recycling, Inc.
4. Eastside Partners ratify and confirm the Second Amendment as if they had signed the Second Amendment on July 15, 1988.
5. Provisions of the Partnership Agreement which have not been amended by this Third Amendment shall remain in full force and effect.
6. This Agreement may be executed in counterpart.

IN WITNESS WHEREOF the parties hereto have signed this Amendment — as of April 30 _____, 1990.

SEATTLE DISPOSAL CO.

By /s/ Josie Razore
Josie Razore, Partner

and

By BANCHERO ASSOCIATES

By /s/ John S. Banchero
John S. Banchero, Sr., Partner

RABANCO , LTD.

By /s/ Warren J. Razore
Warren J. Razore, President

SEA BAY TRANSPORTATION, INC.

By /s/ Warren J. Razore
Warren J. Razore, President

AIRPORT WAY ASSOCIATES

By /s/ Warren J. Razore
Warren J. Razore, Partner

IDEAL PAPER STOCK CORP.

By /s/ Josie Razore
Josie Razore, President

EASTSIDE PARTNERS

By /s/ Warren J. Razore
Warren J. Razore, Partner

PAPER FIBRES COMPANY

By /s/ Warren J. Razore
Warren J. Razore, Partner

RABANCO RECYCLING, INC.

By /s/ Warren J. Razore
Warren J. Razore, President

WITHDRAWAL

I, John S. Banchemo, Sr., hereby irrevocably withdraw from management of and renounce all rights to participate in management of Rabanco Companies, effective as of December 21, 1991.

/s/ John S. Banchemo
John S. Banchemo, Sr.

WITHDRAWAL

I, John S. Banchemo, Jr., hereby irrevocably withdraw from management of and renounce all rights to participate in management of Rabanco Companies, effective as of December 21, 1991.

/s/ John S. Banchemo, Jr.
John S. Banchemo, Jr.

**WITHDRAWAL AGREEMENT
AND
FOURTH AMENDMENT TO PARTNERSHIP AGREEMENT
OF RABANCO COMPANIES**

This Withdrawal Agreement (this "Withdrawal Agreement") and Fourth Amendment to the Partnership Agreement for Rabanco Companies (the "Partnership") dated November 25, 1985, as amended by First Amendment dated November 19, 1986, Second Amendment dated July 15, 1988, and Third Amendment dated April 30, 1990 (the "Partnership Agreement"), is made by and among the undersigned partners effective as of December 31, 1997.

RECITALS

WHEREAS, prior to the execution and delivery of this Withdrawal Agreement, the partners of the Partnership were Rabanco Ltd., a Washington corporation ("Limited"), Rabanco Recycling, Inc., a Washington corporation ("Recycling"), Airport Way Associates, a Washington general partnership ("Airport Way"), Ideal Paper Stock Corp., a Washington corporation ("Ideal"), JR Land Company (f.k.a. Seattle Disposal Co.), a Washington partnership ("JR Land"), Paper Fibres Company, a Washington partnership ("Paper Fibres"), and Sea Bay Transportation, Inc., a Washington corporation ("Sea Bay"); and

WHEREAS, Section 8 of the Partnership Agreement allows any partner to withdraw from the Partnership (without termination of the Partnership) and to receive: (1) the then existing assets and liabilities of the profit centers or divisions initially contributed by the withdrawing partner, as well as any assets subject to any liabilities subsequently acquired by that profit center, and (2) an additional distribution based on the value of unallocated assets and liabilities; and

WHEREAS, each of Airport Way, Ideal, JR Land, Sea Bay and Paper Fibres (collectively, the "Withdrawing Partners") has notified the Management Committee of its desire to withdraw from the Partnership; and

WHEREAS, none of the Withdrawing Partners has a deficit in its capital accounts so that no restoration need be made under Section 8 of the Partnership Agreement and each of the Withdrawing Partners has offered to make the additional agreements contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Distributions.

a. Airport Way. The Partnership hereby distributes and quitclaims AS IS to Airport Way all assets and liabilities described in Exhibit A, which is incorporated herein by

reference, subject to all existing security interests, liens, and encumbrances (including, without limitation, those granted by the Partnership, Airport Way, or otherwise).

b. Ideal. The Partnership hereby distributes and quitclaims AS IS to Ideal all assets and liabilities described in Exhibit B, which is incorporated herein by reference, subject to all existing security interests, liens, and encumbrances (including, without limitation, those granted by the Partnership, Ideal, or otherwise).

c. JR Land. The Partnership hereby distributes and quitclaims AS IS to JR Land all assets and liabilities described in Exhibit C, which is incorporated herein by reference, subject to all existing security interests, liens, and encumbrances (including, without limitation, those granted by the Partnership, JR Land, or otherwise).

d. Sea Bay. The Partnership hereby distributes and quitclaims AS IS to Sea Bay all assets and liabilities described in Exhibit D, which is incorporated herein by reference, subject to all existing security interests, liens, and encumbrances (including, without limitation, those granted by the Partnership, Sea Bay, or otherwise).

e. Paper Fibres. The Partnership hereby distributes and quitclaims AS IS to Paper Fibres all assets and liabilities described in Exhibit E, which is incorporated herein by reference, subject to all existing security interests, liens, and encumbrances (including, without limitation, those granted by the Partnership, Paper Fibres, or otherwise).

2. Consent to Withdrawal; Effective Date. The remaining partners agree that the Withdrawing Partners may withdraw from the Partnership without giving six (6) months' prior notice as required in Section 8 of the Partnership Agreement, and all of the partners agree the withdrawal shall be effective as of the close of business on December 31, 1997. Except for the waiver of the six-month notice requirement, the partners all agree that the withdrawals from the partnership shall be in accordance with the terms, conditions, and provisions of Section 8 of the Partnership Agreement. In the event the withdrawal is ineffective for any reason as of December 31, 1997, the partners agree that effective January 1, 1998, no profit or loss shall thereafter be allocated to any of the withdrawing partners.

3. Disclaimer of Warranties. The Partnership HEREBY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE and makes no representations or warranties of any nature whatsoever regarding the assets and liabilities transferred to Section 1 hereof, including, without limitation, the transferability of or title to the assets or any part thereof.

4. Consent and Waiver of Withdrawing Partners. Each of the Withdrawing Partners hereby irrevocably:

a. Approves all allocations to its respective profit center or division, whether now or previously made by the Partnership and agrees that no further allocations or distributions of any nature whatsoever are due to it under the Partnership Agreement or otherwise;

b. Acknowledges and agrees that the assets and liabilities listed in Exhibits A through E that relate to it (as allocated pursuant to Section 1) constitute all of the assets and liabilities to which it is entitled or which it is required to receive now or previously under the Partnership Agreement, and pursuant to Section 8 of the Partnership Agreement, hereby assumes all of such liabilities; and

c. Waives, with respect to the assets distributed pursuant to Section 1, all now or hereafter existing rights and claims of every nature whatsoever, known and unknown, against the Partnership and any partner thereof, including, without limitation, all rights of a partner under the Partnership Agreement or applicable law.

5. Consent of Bank. The Partnership shall obtain the consent of Seafirst Bank to the withdrawal of the Withdrawing Partners from the Partnership as promptly as practicable under (a) that certain Amended and Restated Loan Agreement dated as of July 28, 1993, as amended, by and among Seattle-First National Bank, Regional Disposal Company, Rabanco Companies, Limited, and Warren J. Razole; and (b) that certain Amended and Restated Loan Agreement dated as of April 24, 1992, as amended, by and between Seattle-First National Bank and Rabanco Companies.

6. No Other Amendments. Provisions of the Partnership Agreement that have not been amended by this Withdrawal Agreement shall remain in full force and effect.

7. Counterparts. This Withdrawal Agreement may be executed in counterparts.

(the remainder of this page has been intentionally left blank)

APPROVAL AND RATIFICATION

The undersigned, all of whom are or have been partners in Paper Fibres Company, a Washington general partnership (the "Company"), to the extent of any interest that they may have or may have had in the Company, hereby approve of that certain Withdrawal Agreement and Fourth Amendment to Partnership Agreement for Rabanco Companies, as amended, dated as of December 31, 1997, by and among the Company, Rabanco Ltd., a Washington corporation, Rabanco Recycling, Inc., a Washington corporation ("Recycling"), Airport Way Associates, a Washington general partnership, Ideal Paper Stock Corp., a Washington corporation, JR Land Company (f.k.a. Seattle Disposal Co.), a Washington partnership, and Sea Bay Transportation, Inc., a Washington corporation (the "Withdrawal Agreement"), and hereby ratify and confirm the authority of Recycling to sign the Withdrawal Agreement of behalf of and bind the Company to the terms and conditions thereof.

RABANCO RECYCLING, INC.

By /s/ Mary Razore
Mary Razore, President

PAPER FIBERS, INC.

By /s/ Josie Razore
Josie Razore, President

/s/ Josie Razore
Josie Razore

IN WITNESS WHEREOF the parties have signed this agreement as of December 31, 1997.

JR LAND COMPANY
f.k.a. Seattle Disposal Company

By /s/ Josie Razore
Josie Razore, Partner

By JR INVESTMENTS, INC., Partner

By /s/ Josie Razore
Josie Razore, President

RABANCO, LTD.

By /s/ Mary Razore
Mary Razore

AIRPORT WAY ASSOCIATES

By /s/ Warren J. Razore
Warren J. Razore, Partner

By /s/ Marie Schulze
Marie Schulze, Partner

By /s/ Carmen Sepic
Carmen Sepic, Partner

PAPER FIBRES COMPANY
By RABANCO RECYCLING, INC., Partner

By /s/ Mary Razore
Mary Razore, President

SEA BAY TRANSPORTATION, INC.

By /s/ Josie Razore, President
Josie Razore, President

RABANCO RECYCLING, INC.

By /s/ Mary Razore
Mary Razore, President

IDEAL PAPER STOCK CORP.

By /s/ Josie Razore
Josie Razore, President

Withdrawal Agreement
Exhibit A
Airport Way Division
Balance Sheet
December 31, 1997

ASSETS	
CURRENT ASSETS	
Cash	\$ 17
Accounts Receivable	0
Notes and Other Receivables	0
Due From Affiliates	327,437
Restricted Cash	0
Prepaid Expenses and Other	0
TOTAL CURRENT ASSETS	<u>327,454</u>
PROPERTY AND EQUIPMENT, NET	<u>259,433</u>
OTHER ASSETS	
Notes and Other Receivables	0
Deposits and Restricted Cash	0
Permits	0
Other	0
TOTAL OTHER ASSETS	<u>0</u>
	<u>\$ 586,887</u>
LIABILITIES AND EQUITY	
CURRENT LIABILITIES	
Accounts Payable	\$ 0
Accrued Liabilities	0
Deferred Revenue	0
Advances from Related Party	0
Note Payable to Bank	0
Current Portion Of Long-Term Obligations	0
TOTAL CURRENT LIABILITIES	0
LONG-TERM OBLIGATIONS, Net of Current Portion	0
DEFERRED CLOSURE COSTS	<u>0</u>
COMMITMENTS AND CONTINGENCIES	
EQUITY	<u>586,887</u>
	<u>\$ 586,887</u>

Withdrawal Agreement
Exhibit B
Ideal Paper Division
Balance Sheet
December 31, 1997

ASSETS	
CURRENT ASSETS	
Cash	\$ 0
Accounts Receivable	0
Notes and Other Receivables	0
Due From Affiliates	762,339
Restricted Cash	0
Prepaid Expenses and Other	0
TOTAL CURRENT ASSETS	<u>762,339</u>
PROPERTY AND EQUIPMENT, NET	<u>0</u>
OTHER ASSETS	
Notes and Other Receivables	0
Deposits and Restricted Cash	0
Permits	0
Other	0
TOTAL OTHER ASSETS	<u>0</u>
	<u>\$ 762,339</u>
LIABILITIES AND EQUITY	
CURRENT LIABILITIES	
Accounts Payable	\$ 0
Accrued Liabilities	9,450
Deferred Revenue	0
Advances from Related Party	0
Note Payable to Bank	0
Current Portion Of Long-Term Obligations	0
TOTAL CURRENT LIABILITIES	9,450
LONG-TERM OBLIGATIONS, Net of Current Portion	0
DEFERRED CLOSURE COSTS	0
	<u>9,450</u>
COMMITMENTS AND CONTINGENCIES	
EQUITY	<u>752,889</u>
	<u>\$ 762,339</u>

Withdrawal Agreement
Exhibit C
J.R. Land Division
Balance Sheet
December 31, 1997

ASSETS	
CURRENT ASSETS	
Cash	\$ 0
Accounts Receivable	0
Notes and Other Receivables	0
Due From Affiliates	(608,075)
Restricted Cash	0
Prepaid Expenses and Other	0
TOTAL CURRENT ASSETS	(608,075)
PROPERTY AND EQUIPMENT, NET	0
OTHER ASSETS	
Notes and Other Receivables	0
Deposits and Restricted Cash	0
Permits	0
Other	752,889
TOTAL OTHER ASSETS	752,889
	\$ 144,814
LIABILITIES AND EQUITY	
CURRENT LIABILITIES	
Accounts Payable	\$ 0
Accrued Liabilities	0
Deferred Revenue	0
Advances from Related Party	0
Note Payable to Bank	0
Current Portion Of Long-Term Obligations	0
TOTAL CURRENT LIABILITIES	0
LONG-TERM OBLIGATIONS, Net of Current Portion	0
DEFERRED CLOSURE COSTS	0
COMMITMENTS AND CONTINGENCIES	
EQUITY	144,814
	\$ 144,814

Withdrawal Agreement
Exhibit D
Sea-Bay Transportation Division
Balance Sheet
December 31, 1997

ASSETS	
CURRENT ASSETS	
Cash	\$ 0
Accounts Receivable	0
Notes and Other Receivables	0
Due From Affiliates	678,713
Restricted Cash	0
Prepaid Expenses and Other	0
TOTAL CURRENT ASSETS	678,713
PROPERTY AND EQUIPMENT, NET	0
OTHER ASSETS	
Notes and Other Receivables	0
Deposits and Restricted Cash	0
Permits	0
Other	0
TOTAL OTHER ASSETS	0
	\$ 678,713
LIABILITIES AND EQUITY	
CURRENT LIABILITIES	
Accounts Payable	\$ 0
Accrued Liabilities	0
Deferred Revenue	0
Advances from Related Party	0
Note Payable to Bank	0
Current Portion Of Long-Term Obligations	0
TOTAL CURRENT LIABILITIES	0
LONG-TERM OBLIGATIONS, Net of Current Portion	0
DEFERRED CLOSURE COSTS	0
COMMITMENTS AND CONTINGENCIES	0
EQUITY	678,713
	\$ 678,713

Withdrawal Agreement
Exhibit E
Paper Fibres Company Division
December 31, 1997

ASSETS

Investment in affiliates	<u>\$ 956,061</u>
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LIABILITIES AND EQUITY

Advances from related party	\$ 847,100
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Equity	108,961
--------	---------

	<u>\$ 956,061</u>
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FIFTH AMENDMENT TO PARTNERSHIP AGREEMENT OF

RABANCO COMPANIES

This Fifth Amendment to Partnership Agreement of Rabanco Companies (the "Fifth Amendment") is entered into effective as of December 3, 2008, by and between Rabanco, Ltd., a Washington corporation and Rabanco Recycling, Inc., a Washington corporation (collectively, the "General Partners").

RECITALS

A. The business and operations of the Rabanco Companies (the "Partnership") are governed pursuant to the terms and conditions set forth in that certain Partnership Agreement for Rabanco Companies, dated as of November 25, 1985, as amended by that certain First Amendment, dated November 19, 1986, as amended by that certain Second Amendment, dated July 15, 1988, as amended by that certain Third Amendment, dated April 30, 1990, as amended by that certain Fourth Amendment, dated December 31, 1997 (as amended, the "Agreement"). Unless specifically defined herein, capitalized terms appearing in this Fifth Amendment shall have the meanings given those terms in the Agreement.

B. The General Partners desire to amend the Agreement to revise certain provisions upon the terms and conditions set forth in this Fifth Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment to Section 4.01(b) Agreement. The first paragraph of Section 4.01(b) is hereby deleted and replaced with the following:

"Any decisions which are not in the ordinary course of business on a day-to-day basis will be made by the Managing Partner. Such decisions include, but are not limited to, the following:"

2. Amendment to Section 4.01(c) Agreement. Section 4.01(c) is hereby deleted in its entirety.

3. Amendment to Section 4.01(d) Agreement. Section 4.01(d) is hereby deleted in its entirety.

4. References to Management Committee. All references in the Agreement to the Management Committee shall mean the Managing Partner.

4. References to Management Committee. All references in the Agreement to the Management Committee shall mean the Managing Partner.
5. Continuing Effect. Except as modified or amended by this Fifth Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date first above written.

Rabanco, Ltd.,
a Washington corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

Rabanco Recycling, Inc.,
a Washington corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

ATTACHMENT TO ARTICLES OF INCORPORATION FOR
RABANCO ACQUISITION COMPANY TWO,
a Washington corporation

1. The initial Board of Directors of the Corporation and their respective addresses are as follows:

James Eng
G. Thomas Rochford, Jr.
Donald W. Slager
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

2. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.

3. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under Section 23B.08.230 in the Washington Business Corporation Act, as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

FILED
STATE OF WASHINGTON
JUN 25 1998
RALPH MUNRO
SECRETARY OF STATE

**ARTICLES OF MERGER
OF
RABANCO RECYCLING, INC.**

Pursuant to Section 23B. 11.050 of the Washington Business Corporation Act (“WBCA”), Rabanco Recycling, Inc., a Washington corporation (the “**Surviving Corporation**”), submits these Articles of Merger for filing:

1. The Agreement and Plan of Merger is attached hereto and made a part hereof as though fully set forth herein. The merger will be effective on June 25, 1998.

2. The approval of the sole shareholder of Rabanco Acquisition Company Two, a Washington corporation, was obtained pursuant to Section 23B. 11.030(2) of the WBCA. The approval of the shareholders of the Surviving Corporation was also obtained pursuant to Section 23B.11.030(2) of the WBCA.

Dated: June 25, 1998.

RABANCO RECYCLING, INC.
a Washington Corporation

By /s/ Mary Razore
Mary Razore, President

ALLIED WASTE INDUSTRIES, INC.
RABANCO ACQUISITION COMPANY TWO
RABANCO RECYCLING, INC.
AGREEMENT AND PLAN OF MERGER
Dated as of June 25, 1998

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made effective as of June 25, 1998, by and among Allied Waste Industries, Inc., a Delaware corporation ("**Parent**"); Rabanco Acquisition Company Two, a Washington corporation and a wholly-owned subsidiary of Parent ("**Sub**"); and Rabanco Recycling, Inc., a Washington corporation ("**Company**").

WHEREAS, Parent; Sub, Rabanco Acquisition Company, Rabanco Acquisition Company Three, Rabanco Acquisition Company Four, Rabanco Acquisition Company Five, Rabanco Acquisition Company Six, Rabanco Acquisition Company Seven, Rabanco Acquisition Company Eight, Rabanco Acquisition Company Nine, Rabanco Acquisition Company Ten, Rabanco Acquisition Company Eleven, and Rabanco Acquisition Company Twelve, each of which is a Washington corporation and a wholly-owned subsidiary of Parent (collectively, the "**Subs**"); Company, Rabanco, Ltd., a Washington corporation, United Waste Control Corp., a Washington corporation, Rabanco Intermodal/B.C., Inc., a Washington corporation, WJR Environmental, Inc., a Washington corporation, Waste Associates, Inc., a Washington corporation, Paper Fibers, Inc., a Washington corporation, MJS Associates, Inc., a Washington corporation, Alaska Street Associates, Inc., a Washington corporation, S&L, Inc., a Washington corporation, SSWI, Inc., a Washington QSSS corporation, and CCAI, inc., a Washington QSSS corporation (collectively, the "**Companies**"); and the shareholders of the Companies (each a "**Shareholder**" and collectively, the "**Shareholders**") have entered into an Amended and Restated Agreement and Plan of Reorganization (the "**Reorganization Agreement**"), which provides for this Agreement;

WHEREAS the merger described in this Agreement and in the Reorganization Agreement is intended to be a "**reorganization**" within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and this Agreement, along with the Reorganization Agreement is intended to constitute a "**plan of reorganization**" within the meaning of the regulations promulgated under Section 368 of the Code; and

WHEREAS, the Boards of Directors of Parent, Sub, and Company, and the shareholders of Company and Sub, respectively, have approved the merger of Sub with and into Company and the consummation of the transactions contemplated hereby, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Reorganization Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement and the Reorganization Agreement, at the Effective Time (as hereinafter defined), in

accordance with the Washington Business Corporation Act, as amended (the “WBCA”), Sub shall be merged with and into Company and the separate existence of Sub shall thereupon cease (the “Merger”). Company shall be the surviving corporation in the Merger (hereinafter referred to as the “Surviving Corporation” or “Company”).

Section 1.2 Effective Time of the Merger. The Merger shall become effective pursuant to Section 23B.01.230 of the WBCA as of 5:00 PM, Pacific Time on the later of (the “Effective Time”) (i) June 25, 1998, or (ii) the date a copy of this Agreement and the requisite Articles of Merger pursuant to Section 23B.11.050 of the WBCA and any other documents necessary to effect the Merger in accordance with the WBCA are filed with the Secretary of State of the State of Washington.

Section 1.3 Effects of Merger. The Merger shall have the effects set forth in Section 23B.11.060 of the WBCA and all other applicable laws.

ARTICLE II THE SURVIVING CORPORATION

Section 2.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of Sub, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, until duly amended; provided, however, that the Articles of Incorporation of Sub shall be amended to provide that the name of Sub shall be “Rabanco Recycling, Inc.”

Section 2.2 Bylaws. At the Effective Time, the Bylaws of Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended.

Section 2.3 Directors and Officers. At and after the Effective Time, the directors and officers of Sub immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, in each case until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation’s Articles of Incorporation, as amended, and Bylaws.

ARTICLE III CONVERSION AND EXCHANGE OF COMPANY SHARES

Section 3.1 Conversion of Shares. Subject to adjustment as set forth in Sections 2.4 and 2.9 of the Reorganization Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Sub or Company, the issued and outstanding shares of the capital stock of Company (the “Company Shares”) shall be converted into the right of any Shareholder owning Company Shares to receive shares of common stock of Parent (the “Parent Common Shares”), in proportion to such Shareholder’s respective ownership interest in Company and in proportion to the value of Company in relation

to the transactions contemplated hereby as expressed in a percentage and as set forth on Schedule 2.4(a) to the Reorganization Agreement. Appropriate adjustments shall be made for any stock-splits, stock dividends or other capital adjustments. No fractional Parent Common Shares will be issued in the Merger. In lieu of such issuance, the Parent Common Shares issued to any Shareholder pursuant to the terms of this Agreement shall be rounded at each incident of issuance to the closest whole Parent Common Share.

Section 3.2 Exchange of Certificates.

(a) From and after the Effective Time, each holder of a certificate or certificates representing Company Shares, upon surrender of such certificates to Parent, shall be entitled to receive in exchange therefor a certificate or certificates representing the number of whole Parent Common Shares into which such holder's Company Shares were converted pursuant to Section 3.1 hereof. From and after the Effective Time, Parent and Sub shall be entitled to treat each certificate formerly representing Company Shares (each a "**Company Certificate**"), which has not yet been surrendered for exchange, as evidencing the right to receive the number of full Parent Common Shares into which the Company Shares represented by such Company Certificate shall have been converted pursuant to Section 3.1 hereof, notwithstanding the failure to surrender such Company Certificate. However, notwithstanding any other provision of this Agreement, until holders or transferees of Company Certificates have surrendered them for exchange as provided herein: (i) no dividends or other distributions shall be paid with respect to any Parent Common Shares represented by such Company Certificates, and (ii) without regard to when such Company Certificates are surrendered for exchange as provided herein, no interest shall be paid or payable on any dividends, if any.

(b) The Parent Common Shares into which Company Shares shall be converted in connection with the Merger shall be deemed to have been issued at the Effective Time.

Section 3.3 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of each Company shall be closed and no transfer of Company Shares shall thereafter be made except in accordance with this Article III.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Termination. Prior to the Effective Time, this Agreement shall terminate in the event of and upon the termination of the Reorganization Agreement.

Section 4.2 Amendment. This Agreement may be amended by an instrument in writing signed on behalf of each of the parties hereto.

Section 4.3 Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by

registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

(a) if to Parent or Sub, to:

Allied Waste Industries, Inc.
15580N. Greenway-Hayden Loop, Ste. 100
Scottsdale, AZ 85260
Attention: Larry D. Henk
Phone: (602) 627-2700
Fax: (602) 627-2704

with a copy to:

Fennemore Craig, P.C.
3003 North Central Avenue, Ste. 2600
Phoenix, AZ 85012-2913
Attention: Karen C. McConnell
Phone: (602) 916-5307
Fax: (602) 916-5507

(b) if to Company prior to Closing, to:

Rabanco Companies
200-112th Ave. NE, Suite 300
Bellevue, WA 98004
Phone: (425) 646-2400
Fax: (425) 646-2440
Attn: Office of the President

with a copy to:

Preston Gates & Ellis LLP
5000 Columbia Center
701 Fifth Ave.
Seattle, WA 98104-7078
Attention: Robert S. Jaffe
Phone: (206) 623-7580
Fax: (206) 623-7022

Section 4.4 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 4.5 Miscellaneous. This Agreement (including the documents and instruments referred to herein), the Reorganization Agreement, and the other agreements contemplated thereby: (i) constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties hereto; and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Washington (without giving effect to the provisions thereof relating to conflicts of law).

Section 4.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 4.7 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 4.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

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**SIGNATURE PAGE –
AGREEMENT AND PLAN OF MERGER**

IN WITNESS WHEREOF, Parent, Sub, and Company have each caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

PARENT

ALLIED WASTE INDUSTRIES, INC.

By /s/ Thomas Van Weelden
Thomas Van Weelden, President

SUB

RABANCO ACQUISITION COMPANY TWO

By /s/ Larry D. Henk
Larry D. Henk, Vice President

COMPANY

RABANCO RECYCLING, INC.

By /s/ Mary Razore
Mary Razore, President

SCHEDULE 2.4(a)
CAPITAL STRUCTURE OF COMPANIES HELD BY RAZORE SHAREHOLDERS
AND
CONVERSION OF COMPANY STOCK

Company	Authorized Capital Stock	Company Shares Issued and Outstanding	Conversion Ratio (Parent Common Shares per Company Share)
Limited	50,000	352.2	13955.2
Recycling	50,000	6,667	137.37
United	500	105	3141.36
Intermodal	50,000	10,000	.0034
WJR	1,000	1,000	5,161.476
Waste Associates	1,000	1,000	1,118.967
Paper Fibers	10,000	100	3,670.69
MJS	1,000	1,000	1,111.239
Alaska Street	10,000	9,000	3.242
S & L	10	4	12,824

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
RABANCO ACQUISITION COMPANY TWO**

Pursuant to RCW 23B.10.060 and RCW 23B.11.010(3) of the Revised Code of Washington, Rabanco Acquisition Company Two (the "Corporation") adopts the following Articles of Amendment to its Articles of Incorporation:

A. The name of the corporation is Rabanco Acquisition Company Two.

B. The Articles of Incorporation are hereby amended by changing the name of the corporation to the following:

Rabanco Recycling, Inc.

C. The amendment does not provide for an exchange, reclassification, or cancellation of issued shares.

D. The foregoing amendment was adopted by the Board of Directors of the Corporation on June 25, 1998. Pursuant to RCW 23B. 10.020(5), shareholder action was not required on the amendment.

**BYLAWS
OF
RABANCO ACQUISITION COMPANY TWO
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Seattle, Washington, or such other place within the State of Washington as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Washington as the Board of Directors may from time to time determine or the business of the Corporation may require.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Washington, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of twenty-five percent (25%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than

sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the notice.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Notwithstanding the foregoing, voting for directors shall be by cumulative voting. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, or his agent or attorney as provided by law, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

Section 11. Meetings by Means of a Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, stockholders of the Corporation may participate in a meeting of the stockholders by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 11 of this Article II shall constitute presence in person at such meeting.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death,

resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the stockholders. So long as cumulative voting applies to the election of directors, a director may not be removed if, in the case of the proposed removal of less than all of the directors, the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal. If cumulative voting is not applicable, a director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director.

Section 2. Vacancies. Unless otherwise required by law, any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. In addition to the foregoing, any vacancy on the Board may be filled by the stockholders.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not directed or required to be exercised or done by the stockholders by statute or by the Articles of Incorporation or by these Bylaws, as the same may be amended from time to time.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Washington. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. The notice of any special meeting need not describe the purpose of the meeting, except as otherwise may be specified in these Bylaws.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may

be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the

stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, either manually or by facsimile, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation. The certificate need not include a corporate seal.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If no record date is fixed, the day before the first notice of a meeting is mailed or the date on which the resolution of the Board of Directors declaring a dividend or distribution, as the case may be, shall be the record date for the determination of stockholders with respect to such action.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal, if one is adopted, shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Washington". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

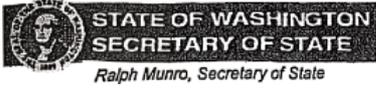
Section 1. Indemnification. To the fullest extent permitted by Washington law as amended from time to time, the Corporation shall indemnify and advance expenses to each person to whom indemnification and advancement of expenses may be offered under such law.

Section 2. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Washington law.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Articles of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Articles of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

FILED
STATE OF WASHINGTON
APR 23 1998
RALPH MUNRO
SECRETARY OF STATE



APPLICATION TO FORM A
PROFIT CORPORATION
(Per Chapter 23B.02 RCW)
FEE \$175

- Please PRINT or TYPE in black ink
- Sign, date and return original AND ONE COPY to:

EXPEDITED (24 HOUR) SERVICE AVAILABLE — \$20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE

CORPORATIONS DIVISION
505 E. UNION • PO BOX 40234
OLYMPIA, WA 98504-0234

FOR OFFICE USE ONLY

FILED: 4/23/98	UBI: 601 871257
CORPORATION NUMBER:	

- BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

IMPORTANT! Person to contact about this filing	Daytime Phone Number (with area code)
--	---------------------------------------

ARTICLES OF INCORPORATION

NAME OF CORPORATION (Must contain the word "Corporation" "Incorporated" or "Limited" or the abbreviation "Corp." "Inc." "Co." or "Ltd.")	
Rabanco Acquisition Company	
NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE	(Minimum of one (1) share must be listed) 1,000
EFFECTIVE DATE OF INCORPORATION	(Specified effective date may be up to 90 days AFTER receipt of the document by the Secretary of State) o Specific Date: _____ <input checked="" type="checkbox"/> Upon filing by the Secretary of State
CLASS OF SHARES	(If "preferred" class is checked, please attach description) <input checked="" type="checkbox"/> Common o Preferred

>>>PLEASE ATTACH ANY OTHER PROVISIONS THE CORPORATION ELECTS TO INCLUDE<<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT		
Name C T Corporation System		
Street Address (Required) 520 PIKE STREET City Seattle State WA ZIP 98101		
PO Box (Optional — Must be in same city as street address) _____ ZIP (If different than street ZIP) _____		
<i>I consent to serve as Registered Agent in the State of Washington for the above named corporation. I understand it will be my responsibility to accept Service of Process on behalf of the corporation; to forward mail to the corporation; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.</i>		
By: C T CORPORATION SYSTEM KATHLEEN C. GARIEPY, ASST. SECY.	SEE ATTACHED CONSENT FORM	4-23-98
Signature of Agent	Printed Name	Date

NAMES ADDRESSES OF EACH PERSON EXECUTING THIS CERTIFICATE (If necessary, attach additional names and addresses)			
Printed Name Karen C. McConnell	Signature /s/ Karen C. McConnell		
Address 3003 N. Central Avenue, Suite 2600	City Phoenix	State AZ	ZIP 85012
Printed Name _____	Signature _____		
Address _____	City _____	State _____	ZIP _____
Printed Name _____	Signature _____		
Address _____	City _____	State _____	ZIP _____

SIGNATURE OF OFFICER OF CHAIRPERSON			
<i>This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct</i>			
/s/ Karen C. McConnell	Karen C. McConnell,	Incorporator	4/22/98
Signature of incorporator	Printed Name	Title	Date

**ATTACHMENT TO ARTICLES OF INCORPORATION FOR
RABANCO ACQUISITION COMPANY,
a Washington corporation**

1. The initial Board of Directors of the Corporation and their respective addresses are as follows:

James Eng
G. Thomas Rochford, Jr.
Donald W. Slager
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

2. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.

3. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under Section 23B.08.230 in the Washington Business Corporation Act, as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

FILED
STATE OF WASHINGTON
JUN 25 1998
RALPH MUNRO
SECRETARY OF STATE

**ARTICLES OF MERGER
OF
RABANCO, LTD.**

Pursuant to Section 23B. 11.050 of the Washington Business Corporation Act ("**WBCA**"), Rabanco, Ltd., a Washington corporation (the "**Surviving Corporation**"), submits these Articles of Merger for filing:

1. The Agreement and Plan of Merger is attached hereto and made a part hereof as though fully set forth herein. The merger will be effective on June 25, 1998.

2. The approval of the sole shareholder of Rabanco Acquisition Company, a Washington corporation, was obtained pursuant to Section 23B.11.030(2) of the WBCA. The approval of the shareholders of the Surviving Corporation was also obtained pursuant to Section 23B.11.030(2) of the WBCA.

Dated: June 25, 1998.

RABANCO, LTD.
a Washington Corporation

By /s/ Mary Razore
Mary Razore, President

**ALLIED WASTE INDUSTRIES, INC.
RABANCO ACQUISITION COMPANY
RABANCO, LTD.
AGREEMENT AND PLAN OF MERGER**

Dated as of June 25, 1998

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made effective as of June 25, 1998, by and among Allied Waste Industries, Inc., a Delaware corporation ("**Parent**"); Rabanco Acquisition Company, a Washington corporation and a wholly-owned subsidiary of Parent ("**Sub**"); and Rabanco, Ltd., a Washington corporation ("**Company**").

WHEREAS, Parent; Sub, Rabanco Acquisition Company Two, Rabanco Acquisition Company Three, Rabanco Acquisition Company Four, Rabanco Acquisition Company Five, Rabanco Acquisition Company Six, Rabanco Acquisition Company Seven, Rabanco Acquisition Company Eight, Rabanco Acquisition Company Nine, Rabanco Acquisition Company Ten, Rabanco Acquisition Company Eleven, and Rabanco Acquisition Company Twelve, each of which is a Washington corporation and a wholly-owned subsidiary of Parent (collectively, the "**Subs**"); Company, Rabanco Recycling, Inc., a Washington corporation, United Waste Control Corp., a Washington corporation, Rabanco Intermodal/B.C, Inc., a Washington corporation, WJR Environmental, Inc., a Washington corporation, Waste Associates, Inc., a Washington corporation, Paper Fibers, Inc., a Washington corporation, MJS Associates, Inc., a Washington corporation, Alaska Street Associates, Inc., a Washington corporation, S&L, Inc., a Washington corporation, SSWI, Inc., a Washington QSSS corporation, and CCAI, inc., a Washington QSSS corporation (collectively, the "**Companies**"); and the shareholders of the Companies (each a "**Shareholder**" and collectively, the "**Shareholders**") have entered" into an Amended and Restated Agreement and Plan of Reorganization (the "**Reorganization Agreement**"), which provides for this Agreement;

WHEREAS the merger described in this Agreement and in the Reorganization. Agreement is intended to be a "**reorganization**" within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and this Agreement, along with the Reorganization Agreement is intended to constitute a "**plan of reorganization**" within the meaning of the regulations promulgated under Section 368 of the Code; and

WHEREAS, the Boards of Directors of Parent, Sub, and Company, and the shareholders of Company and Sub, respectively, have approved the merger of Sub with and into Company and the consummation of the transactions contemplated hereby, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements- contained herein and in the Reorganization Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement and the Reorganization Agreement, at the Effective Time (as hereinafter defined), in

accordance with the Washington Business Corporation Act, as amended (the “WBCA”), Sub shall be merged with and into Company and the separate existence of Sub shall thereupon cease (the “Merger”). Company shall be the surviving corporation in the Merger (hereinafter referred to as the “Surviving Corporation” or “Company”).

Section 1.2 Effective Time of the Merger. The Merger shall become effective pursuant to Section 23B.01.230 of the WBCA as of 5:00 PM, Pacific Time on the later of (the “Effective Time”) (i) June 25, 1998, or (ii) the date a copy of this Agreement and the requisite Articles of Merger pursuant to Section 23B. 11.050 of the WBCA and any other documents necessary to effect the Merger in accordance with the WBCA are filed with the Secretary of State of the State of Washington.

Section 1.3 Effects of Merger. The Merger shall have the effects set forth in Section 23B.11.060 of the WBCA and all other applicable laws.

ARTICLE II THE SURVIVING CORPORATION

Section 2.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of Sub, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until duly amended; provided, however, that the Articles of Incorporation of Sub shall be amended to provide that the name of Sub shall be “Rabanco, Ltd.”

Section 2.2 Bylaws. At the Effective Time, the Bylaws of Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended.

Section 2.3 Directors and Officers. At and after the Effective Time, the directors and officers of Sub immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, in each case until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation’s Articles of Incorporation, as amended, and Bylaws.

ARTICLE III CONVERSION AND EXCHANGE OF COMPANY SHARES

Section 3.1 Conversion of Shares. Subject to adjustment as set forth in Sections 2.4 and 2.9 of the Reorganization Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Sub or Company, the issued and outstanding shares of the capital stock of Company (the “Company Shares”) shall be converted into the right of any Shareholder owning Company Shares to receive shares of common stock of Parent (the “Parent Common Shares”), in proportion to such Shareholder’s respective ownership interest in Company and in proportion to the value of Company in relation

to the transactions contemplated hereby as expressed in a percentage and as set forth on Schedule 2.4(a) to the Reorganization Agreement. Appropriate adjustments shall be made for any stock-splits, stock dividends or other capital adjustments. No fractional Parent Common Shares will be issued in the Merger. In lieu of such issuance, the Parent Common Shares issued to any Shareholder pursuant to the terms of this Agreement shall be rounded at each incident of issuance to the closest whole Parent Common Share.

Section 3.2 Exchange of Certificates.

(a) From and after the Effective Time, each holder of a certificate or certificates representing Company Shares, upon surrender of such certificates to Parent, shall be entitled to receive in exchange therefor a certificate or certificates representing the number of whole Parent Common Shares into which such holder's Company Shares were converted pursuant to Section 3.1 hereof. From and after the Effective Time, Parent and Sub shall be entitled to treat each certificate formerly representing Company Shares (each a "**Company Certificate**"), which has not yet been surrendered for exchange, as evidencing the right to receive the number of full Parent Common Shares into which the Company Shares represented by such Company Certificate shall have been converted pursuant to Section 3.1 hereof, notwithstanding the failure to surrender such Company Certificate. However, notwithstanding any other provision of this Agreement, until holders or transferees of Company Certificates have surrendered them for exchange as provided herein: (i) no dividends or other distributions shall be paid with respect to any Parent Common Shares represented by such Company Certificates, and (ii) without regard to when such Company Certificates are surrendered for exchange as provided herein, no interest shall be paid or payable on any dividends, if any.

(b) The Parent Common Shares into which Company Shares shall be converted in connection with the Merger shall be deemed to have been issued at the Effective Time.

Section 3.3 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of each Company shall be closed and no transfer of Company Shares shall thereafter be made except in accordance with this Article III.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 Termination. Prior to the Effective Time, this Agreement shall terminate in the event of and upon the termination of the Reorganization Agreement.

Section 4.2 Amendment. This Agreement may be amended by an instrument in writing signed on behalf of each of the parties hereto.

Section 4.3 Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by

registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

(a) if to Parent or Sub, to:

Allied Waste Industries, Inc.
15580 N. Greenway-Hayden Loop, Ste. 100
Scottsdale, AZ 85260
Attention: Larry D. Henk
Phone: (602) 627-2700
Fax: (602) 627-2704

with a copy to:

Fennemore Craig, P.C.
3003 North Central Avenue, Ste. 2600
Phoenix, AZ 85012-2913
Attention: Karen C. McConnell
Phone: (602) 916-5307
Fax: (602) 916-5507

(b) if to Company prior to Closing, to:

Rabanco Companies
200-112th Ave. NE, Suite 300
Bellevue, WA 98004
Phone: (425) 646-2400
Fax: (425) 646-2440
Attn: Office of the President

with a copy to:

Preston Gates & Ellis LLP
5000 Columbia Center
701 Fifth Ave.
Seattle, WA 98104-7078
Attention: Robert S. Jaffe
Phone: (206)623-7580
Fax: (206)623-7022

Section 4.4 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 4.5 Miscellaneous. This Agreement (including the documents and instruments referred to herein), the Reorganization Agreement, and the other agreements contemplated thereby: (i) constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties hereto; and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Washington (without giving effect to the provisions thereof relating to conflicts of law).

Section 4.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 4.7 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 4.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

(the remainder of this page has been intentionally left blank)

**SIGNATURE PAGE –
AGREEMENT AND PLAN OF MERGER**

IN WITNESS WHEREOF, Parent, Sub, and Company have each caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

PARENT

ALLIED WASTE INDUSTRIES, INC.

By /s/ Thomas Van Weelden
Thomas Van Weelden, President

SUB

RABANCO ACQUISITION COMPANY

By /s/ Larry D. Henk
Larry D. Henk, Vice President

COMPANY

RABANCO, LTD.

By /s/ Mary Razore
Mary Razore, President

SCHEDULE 2.4(a)
CAPITAL STRUCTURE OF COMPANIES HELD BY RAZORE SHAREHOLDERS
AND
CONVERSION OF COMPANY STOCK

<u>Company</u>	<u>Authorized Capital Stock</u>	<u>Company Shares Issued and Outstanding</u>	<u>Conversion Ratio (Parent Common Shares per Company Share)</u>
Limited	50,000	352.2	13955.2
Recycling	50,000	6,667	137.37
United	500	105	3141.36
Intermodal	50,000	10,000	.0034
WJR	1,000	1,000	5,161.476
Waste Associates	1,000	1,000	1,118.967
Paper Fibers	10,000	100	3,670.69
MJS	1,000	1,000	1,111.239
Alaska Street	10,000	9,000	3.242
S&L	10	4	12,824

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
RABANCO ACQUISITION COMPANY**

Pursuant to RCW 23B.10.060 and RCW 23B.11.010(3) of the Revised Code of Washington, Rabanco Acquisition Company (the "Corporation") adopts the following Articles of Amendment to its Articles of Incorporation:

- A. The name of the corporation is Rabanco Acquisition Company.
- B. The Articles of Incorporation are hereby amended by changing the name of the corporation to the following:
Rabanco Ltd.
- C. The amendment does not provide for an exchange, reclassification, or cancellation of issued shares.
- D. The foregoing amendment was adopted by the Board of Directors of the Corporation on June 25, 1998. Pursuant to RCW 23B. 10.020(5), shareholder action was not required on the amendment.

**BYLAWS
OF
RABANCO ACQUISITION COMPANY
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Seattle, Washington, or such other place within the State of Washington as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Washington as the Board of Directors may from time to time determine or the business of the Corporation may require.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Washington, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of twenty-five percent (25%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the notice.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Notwithstanding the foregoing, voting for directors shall be by cumulative voting. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, or his agent or attorney as provided by law, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and

the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

Section 11. Meetings by Means of a Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, stockholders of the Corporation may participate in a meeting of the stockholders by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 11 of this Article II shall constitute presence in person at such meeting.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the stockholders. So long as cumulative voting applies to the election of directors, a director may not be removed if, in the case of the proposed removal of less than all of the directors, the number of votes sufficient to elect the director under cumulative voting

is voted against the director's removal. If cumulative voting is not applicable, a director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director.

Section 2. Vacancies. Unless otherwise required by law, any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. In addition to the foregoing, any vacancy on the Board may be filled by the stockholders.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not directed or required to be exercised or done by the stockholders by statute or by the Articles of Incorporation or by these Bylaws, as the same may be amended from time to time.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Washington. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. The notice of any special meeting need not describe the purpose of the meeting, except as otherwise may be specified in these Bylaws.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in

determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the

Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, either manually or by facsimile, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation. The certificate need not include a corporate seal.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If no record date is fixed, the day before the first notice of a meeting is mailed or the date on which the resolution of the Board of Directors declaring a dividend or distribution, as the case may be, shall be the record date for the determination of stockholders with respect to such action.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal, if one is adopted, shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Washington". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Indemnification. To the fullest extent permitted by Washington law as amended from time to time, the Corporation shall indemnify and advance expenses to each person to whom indemnification and advancement of expenses may be offered under such law.

Section 2. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Washington law.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Articles of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Articles of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

2033429

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

AUG 18 1997

/s/ Bill Jones
BILL JONES; Secretary of State

ARTICLES OF INCORPORATION
OF
Ramona Landfill, Inc.

FIRST: That the name of the corporation is Ramona Landfill Inc.

SECOND: The name of this corporation's initial agent for service of process in the State of California is:

C T CORPORATION SYSTEM

THIRD: This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is: One Thousand (1,000).

FOURTH: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession, permitted to be incorporated by the California Corporations Code.

FIFTH: The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California.

IN WITNESS WHEREOF, the undersigned has executed these Articles this Aug 15, 1997

/s/ Janice L. Rockey
Incorporator

**BYLAWS
OF RAMONA LANDFILL, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 7201 East Camelback Road, Suite #375, Scottsdale, Arizona, 85251. The Corporation may also have offices and branch offices at such other places within and without the State of California as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of California as may be selected by the Board of Directors or the Executive Committee. If the Board of Directors or Executive Committee fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of California or in the city or county in the State of California in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the meeting may be reconvened at any place within or without the State of California, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of California as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of

shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of California or in the city or county in the State of California in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the

Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of California) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of

the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation. The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and

exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or

nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the General Corporation Law of California.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "California." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

00024

ARTICLES OF INCORPORATION
RCS, INC.

Date Paid	[ILLEGIBLE]
Initial License Fee	\$.50
Franchise Fee	\$ 25.00
Filing Fee	\$ 75.00
	<u>\$ 100.50</u>

Clerk

TO: Secretary of State, Springfield, Illinois

The undersigned incorporator, Clifford C. Emons, of 105 North State Street, Jerseyville, Illinois 62052, being a natural person of the age of twenty-one years or more for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE The name of the Corporation is: RCS, Inc.

ARTICLE TWO The name and address of the initial registered agent and registered office are:

Registered Agent: Pamela Shourd
Registered Office: R. R. #3
 Jerseyville, Jersey County,
 Illinois 62052

ARTICLE THREE The duration of the corporation is perpetual.

ARTICLE FOUR The purpose for which the corporation is engaged are:

To own and operate a landfill within the County of Jersey, State of Illinois, also to buy, lease, acquire, own, hold, sell, let, or otherwise dispose of property of all kinds, both real and personal, that may be necessary, incident, or convenient to the carrying on of said business.

To employ any persons for the purpose of the business.

To generally acquire, hold, manage and dispose of property of every kind and nature pertaining to such business, and to do everything necessary and proper to the conduct of said business.

To do each and every thing lawful, necessary, or suitable, or proper for the accomplishment of any

of the purposes or the attainment of any one or more of the objects herein enumerated, or which shall at any time appear conducive to, or expedient for the protection or benefit of this corporation.

ARTICLE FIVE

Paragraph 1: The number of shares which the corporation shall be authorized to issue, itemized by class, series and par value, if any, is

<u>Class Series</u>	<u>Par Value per share</u>	<u>Number of shares authorized</u>
Common	\$ 1.00	10,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the share of each class are: None

ARTICLE SIX

The number of shares which the corporation proposed to issue without further report to the Secretary of State, itemized by class, series, and par value, if any, and the consideration to be received by the corporation therefor are:

<u>Class Series</u>	<u>Par Value per share</u>	<u>Number of shares to be issued</u>	<u>Total Consideration to be received therefor</u>
Common	\$ 1.00	1000	\$ 1,000.00
Total:			\$ 1,000.00

ARTICLE SEVEN

The corporation will not commence business until at least one thousand dollars has been received as consideration for the issuance of shares.

ARTICLE EIGHT

The number of directors to be elected at the first meeting of the shareholders is three (3).

ARTICLE NINE

All the property of the corporation is to be located in this State and all of its business is to be transacted at or from places of business in this State, or the incorporator elects to pay the initial franchise tax on the basis of the entire consideration to be received for the issuance of shares.

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I, the incorporator, declare that I have examined the foregoing Articles of Incorporation and that the statements contained therein are, to the best of my knowledge and belief, true, correct and complete.

Executed this 12th day of October, 1990.

Signatures and Names

Post Office Addresses

1. /s/ Clifford C. Emons

105 N. State Street
Street

Clifford C. Emons
Name

Jerseyville, IL 62052
City State Zip

STATE OF ILLINOIS)
) SS.
COUNTY OF JERSEY)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Clifford C. Emons, personally known to me to be the same person whose name is subscribed to the within instrument of writing, appeared before me this day in person, and acknowledged that he signed the same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of October, A.D. 1990.

OFFICIAL SEAL
MARY C. ERWIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/21/93

/s/ Mary C. Erwin
NOTARY PUBLIC

FILED
OCT 16 1990
Illinois Secretary of State

BYLAWS

OF

RCS, INC.

a Corporation of the State of Illinois

ARTICLE IOFFICERS

SECTION 1.1 Illinois Registered Office. The corporation shall continuously maintain in the State of Illinois a registered office and registered agent whose office is identical with such registered office.

SECTION 1.2. Other Offices. The corporation may have other offices within or without the state.

ARTICLE IISHAREHOLDERS

SECTION 2.1. Annual Meeting. An annual meeting of the shareholders shall be held at: corporate offices, Jerseyville, Illinois, on the second Tuesday of March for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

SECTION 2.2. Special Meetings. Special meetings of the shareholders may be called either by the president, the board of directors, or by the holders of not less than one-fifth of all outstanding shares of the corporation, for the purpose or purposes stated in the call of the meeting.

SECTION 2.3. Place of Meeting. The board of directors may designate any place the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be at the corporate offices, Jerseyville, Illinois.

SECTION 2.4. Notice of Meetings. Written notice stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting or, in the case of a merger, consolidation, share exchange, dissolution, or sale, lease, or exchange of assets, nor less

than twenty nor more than sixty days before the meeting, either personally or by mail, by or at the direction of the president, or the secretary or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited with the United States Postal Service, addressed to the shareholder at his address as it appears on the records of the corporation, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 2.5. Meeting of all Shareholders. If all of the shareholders shall meet at any time and place, either within or without the State of Illinois, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 2.6. Fixing of Record Date. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors of the corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty days and for a meeting of shareholders, not less than ten days, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets, not less than twenty days before the date of such meeting. If no record date is fixed for the determination of shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. A determination of shareholders shall apply to any adjournment of the meeting.

SECTION 2.7. Voting Lists. The officers or agent having charge of the transfer books for shares of the corporation shall make, within twenty days after record date or ten days before each meeting of shareholders, whichever is earlier, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each shareholder, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be open to inspection by any shareholder for any purpose germane to the meeting, at any time during usual business hours. Such list shall also be produced and kept open at the time and place

(d) Shares registered in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

(e) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledge, and thereafter the pledge shall be entitled to vote the shares so transferred.

(f) Any number of shareholders may create a voting trust for the purpose of conferring upon a trustee or trustees the right to vote or otherwise represent their shares, for a period not to exceed ten years, by entering into a written voting trust agreement specifying the terms and conditions of the voting trust, and by transferring their shares to such trustee or trustees for the purpose of the agreement. Any such trust agreement shall not become effective until a counterpart of the agreement is deposited with the corporation at its registered office. The counterpart of the voting trust agreement so deposited with the corporation shall be subject to the same right of examination by a shareholder of the corporation, in person or by agent or attorney, as are the books and records of the corporation, and shall be subject to examination by any holder of a beneficial interest in the voting trust, either in person or by agent or attorney, at any reasonable time for any proper purpose.

(g) Shareholders may provide for the voting of their shares by signing an agreement for that purpose. A voting agreement under this subsection is not subject to the provisions of subsection (f) above.

SECTION 2.11. Proxies. Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 2.12. Cumulative Voting. Unless otherwise provided in the articles of incorporation, in all elections for directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him, for as many persons as there are directors to be elected, or to cumulate said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares shall equal, or to distribute them on the same principle among as many candidates as he shall see fit.

SECTION 2.13. Inspectors. At any meeting of shareholders, the chairman of the meeting may, or upon the request of any shareholder shall, appoint one or more persons as inspectors for such meeting.

(a) Such inspectors shall ascertain and report the number of shares represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the shareholders.

(b) Each report of an inspector shall be in writing and signed by him or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

SECTION 2.14. Voting by Ballot. Voting on any questions or in any election may be by voice unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

SECTION 2.15. Informal Action by Shareholders. Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed

(a) if five days prior notice of the proposed action is given in writing, then to all of the shareholders entitled to vote with respect to the subject matter thereof, by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voting, or

(b) by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1. General Powers. The business of the corporation shall be managed by, or under the direction of, its board of directors.

SECTION 3.2. Number, Tenure and Qualifications. The number of directors of the corporation shall be three. Each director shall hold office until the next annual meeting of shareholders or, thereafter, until his successor shall have been elected. Directors need not be residents of Illinois or shareholders of the corporation. The number of directors may be increased or decreased from time to time by the amendment of this section, but no decrease shall have the effect of shortening the term of any incumbent director. A director may resign at any time by giving written notice to the board of directors, its chairman, or to the president or secretary of the corporation. A resignation is effective when the notice is given unless the notice specifies a future date. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date.

SECTION 3.3. Regular Meetings. A regular meeting of the board of directors shall be held without other notice than this bylaw, immediately after the annual meeting of shareholders. The board of directors may provide, by resolution, the time and place for holding of additional regular meetings without other notice than such resolution.

SECTION 3.4. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any one or more directors. The person or persons authorized to call special meetings of the board of directors may fix any place as the place for holding any special meeting of the board of directors called by them.

SECTION 3.5. Notice. Notice of any special meeting shall be given at least _____ days previous thereto by written notice to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited with the United States Postal Service so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special

meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

SECTION 3.6. Quorum. A majority of the number of directors fixed by these bylaws shall constitute a quorum for transaction of business at any meeting of the board of directors, provided that if fewer than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

SECTION 3.7. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors unless the act of a greater number is required by statute, these bylaws, or the articles of incorporation.

SECTION 3.8. Director Participation in Meeting by Telecommunications. A director may participate in a meeting of the board of directors by means of conference telephone or similar communications equipment enabling all directors participating in the meeting to hear one another, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

SECTION 3.9. Informal Action by Director. Unless specifically prohibited by the articles of incorporation or these bylaws, any action required to be taken at a meeting of the board of directors of the corporation, or any other action which may be taken at a meeting of the board of directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be. Any such consent signed by all the directors or all the members of the committee shall have the same effect as a unanimous vote and may be stated as such in any document filed with the Secretary of State or elsewhere.

SECTION 3.10. Vacancies. Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose.

SECTION 3.11. Removal of Directors. One or more of the directors may be removed, with or without cause, at a meeting of shareholders by the affirmative vote of the holders of a majority of the outstanding shares then entitled to vote at an election of directors, except as follows:

- (a) No director shall be removed at a meeting of shareholders unless the notice of such meeting shall
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state that a purpose of the meeting is to vote upon the removal of one or more directors named in the notice. Only the named director or directors may be removed at such meeting.

(b) In the case of a corporation having cumulative voting, if less than the entire board is to be removed, no director may be removed, with or without cause, if the votes cast against his or her removal would be sufficient to elect him or her if then cumulatively voted at an election of the entire board of directors.

(c) If a director is elected by a class or series of shares, he or she may be removed only by the shareholders of that class or series.

SECTION 3.12. Compensation. The board of directors, by the affirmative vote of a majority of directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise. By resolution of the board of directors, the directors may be paid their expenses, if any, of attendance at each meeting of the board. No such payment previously mentioned in this section shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 3.13. Committees.

(a) A majority of the directors may create one or more committees and appoint members of the board to serve on the committee or committees. Each committee shall have two or more members, who serve at the pleasure of the board.

(b) Unless the appointment by the board of directors requires a greater number, a majority of any committee shall constitute a quorum, and a majority of a quorum is necessary for committee action. A committee may act by unanimous consent in writing without a meeting and, subject to the provisions of the bylaws or actions by the board of directors, the committee by majority vote of its members shall determine the time and place of meetings and the notice required therefor.

(c) To the extent specified by the board of directors, each committee may exercise the authority of the board of directors to the extent permitted by law.

SECTION 3.14. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the

action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE IV

OFFICERS

SECTION 4.1. Number. The officers of the corporation shall be a president, a secretary, a treasurer, if desired, any number of vice presidents, treasurers, assistance treasurers, assistant secretaries, or other officers as may be elected by the board of directors. Any two or more offices may be held by the same person.

SECTION 4.2. Election and Term of Office. The officers of the corporation shall be elected or appointed annually by the board of directors at the first meeting of the board of directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 4.3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 4.4. Removal. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4.5. President. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he shall be in charge of the business of the corporation; he shall see that the resolutions and directions of the board of directors are carried into effect except in those instances in which that responsibility is specifically

assigned to some other person by the board of directors; and, in general, he shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time. He shall preside at all meetings of the shareholders and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these bylaws, he may execute for the corporation certificates for its shares, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

SECTION 4.6. The Vice-Presidents. The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his duties as the president may direct and shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the board of directors, or by the president if the board of directors has not made such a designation, or in the absence of any designation, then in the order of seniority of tenure as vice-president) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these bylaws, the vice-president (or each of them if there are more than one) may execute for the corporation certificates for its shares and any contracts, deeds, mortgages, bonds or other instruments, which the board of directors has authorized to be executed, and he may accomplish such execution either under or without a seal of the corporation and either individually or with the secretary, any assistance secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

SECTION 4.7. The Treasurer. The treasurer shall be the principal accounting and financial officers of the corporation. He shall:

- (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation;
- (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor and for the receipt and disbursement thereof; and
- (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors.

If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors may determine.

SECTION 4.8. The Secretary. The secretary shall:

- (a) record the minutes of the shareholders' and of the board of directors' meetings in one or more books provided for that purpose;
 - (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
 - (c) be custodian of the corporate records and of the seal of the corporation;
 - (d) keep a register of the post-office address of each shareholder which shall be furnished to the secretary by such shareholder;
 - (e) sign with the president, or a vice-president, or any other officer thereunto authorized by the board of directors, certificates for shares of the corporation, the issue of which shall have been authorized by the board of directors, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the board of directors or these bylaws.
 - (f) otherwise certify the bylaws, resolutions of the shareholders and board of directors and committees
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thereof, and other documents of the corporation as true and correct copies thereof;

(g) have general charge of the stock transfer books of the corporation; and

(h) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the board of directors.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or the board of directors. The assistant secretaries may sign with the president, or a vice-president, or any other officer thereunto authorized by the board of directors, certificates for shares of the corporation, the issue of which shall have been authorized by the board of directors, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the board of directors or these bylaws. The assistant treasurers shall respectively, if required by the board of directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine.

SECTION 4.10. Salaries. The salaries of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 5.1. Contracts. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 5.2. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

SECTION 5.3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

SECTION 5.4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

ARTICLE VI

SHARES AND THEIR TRANSFER

SECTION 6.1. Shares Represented by Certificates and Uncertificated Shares. Shares either shall be represented by certificates or shall be uncertificated shares.

(a) Certificates representing shares of the corporation shall be signed by the appropriate officers and may be sealed with the seal or a facsimile of the seal of the corporation. If a certificate is countersigned by a transfer agent or registrar, other than the corporation or its employee, any other signatures may be facsimile. Each certificate representing shares shall be consecutively numbered or otherwise identified and shall also state the name of the person to whom issued, the number and class of shares (with designation of series, if any), the date of the issue, and that the corporation is organized under Illinois law. If the corporation is authorized to issue shares of more than one class or of series within a class, the certificate shall also contain such information or statement as may be required by law.

(b) Unless prohibited by the articles of incorporation, the board of directors may provide by resolution that some or all of any class or series of shares shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until the certificate has been surrendered to the corporation. Within a reasonable time after the issuance or transfer or uncertificated shares, the corporation shall send the registered owner thereof a written notice of all information that would appear on a certificate. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares shall be identical to those of the holders of certificates representing shares of the

same class and series.

(c) The name and address of each shareholder, the number and class of shares held, and the date on which the shares were issued shall be entered on the books of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation.

SECTION 6.2. Lost Certificates. If a certificate representing shares has allegedly been lost or destroyed, the board of directors may in its discretion, except as may be required by law, direct that a new certificate be issued upon such indemnification and other reasonable requirements as it may impose.

SECTION 6.3. Transfers of Shares. Transfer of shares of the corporation shall be recorded on the books of the corporation. Transfer of shares represented by a certificate, except in the case of a lost or destroyed certificate, shall be made on surrender for cancellation of the certificate for such shares. A certificate presented for transfer must be duly endorsed and accompanied by proper guaranty of signature and other appropriate assurances that the endorsement is effective. Transfer of an uncertificated share shall be made on receipt by the corporation of an instruction from the registered owner or other appropriate person. The instruction shall be in writing or a communication in such form as may be agreed upon in writing by the corporation.

ARTICLE VII

FISCAL YEAR

SECTION 7.1. Fixed by Board of Directors. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

ARTICLE VIII

DISTRIBUTIONS

SECTION 8.1. Declared by Board of Directors. The board of directors may authorize, and the corporation may make, distributions to its shareholders, subject to any restrictions in its articles of incorporation or provided by law.

ARTICLE IX

SEAL

SECTION 9.1. Force and Effect. The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced, provided that the affixing of the corporate seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of the corporate seal is not mandatory.

ARTICLE X

WAIVER OF NOTICE

SECTION 10.1. Waiver in Lieu of Notice. Whenever any notice is required to be given under the provision of these bylaws or under the provisions of the articles or incorporation or under the provisions of The Business Corporation Act of the State of Illinois, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XI

INDEMNIFICATION OF OFFICERS,
DIRECTORS, EMPLOYEES AND AGENTS

SECTION 11.1. Power to Hold Harmless. The corporation shall have power to indemnify any person who was or is a part or is threatened to be made part to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect

to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

SECTION 11.2. Power to Indemnify Litigant. The corporation shall have power to indemnify any person who was or is a part or is threatened to be made a part to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such persons shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

SECTION 11.3. Reimbursement Authorized. To the extent that a director, officer, employee, or agent of a corporation has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections 11.1 and 11.2 above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 11.4. Determination if Reimbursement is Proper. Any indemnification under Sections 11.1 and 11.2 above (unless ordered by a court) shall be made by the corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he

or she has met the applicable standard of conduct set forth in Sections 11.1 or 11.2 above. Such determination shall be made:

- (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or
- (b) by if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or
- (c) by the shareholders.

SECTION 11.5. Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in this Article.

SECTION 11.6. Non-Exclusivity. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any contract, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 11.7. Right to Acquire Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

SECTION 11.8. Notice to Shareholders. If a corporation has paid indemnity or has advanced expenses to a director, officer, employee or agent, the corporation shall report the

indemnification or advance in writing to the shareholders with or before the notice of the next shareholders' meeting.

SECTION 11.9. “Corporation”; Definition. For purposes of this Article, references to “the corporation” shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence has continued, would have had the power and authority to indemnify its directors, officers, and employees or agents, so that any person who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

SECTION 11.10. Miscellaneous Definitions. For purposes of this Article, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the corporation” shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interest of the corporation” as referred to in this Article.

ARTICLE XII

REPAYMENT OF DISALLOWED DEDUCTION

SECTION 12.1. Full Reimbursement by Officers. Any payments made to an officer of the corporation such as salary, commission, bonus, interest, rent, medical reimbursement or entertainment expense incurred by him which, for Federal income tax purposes, shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the corporation to the full extent of such disallowance.

SECTION 12.2. Security for Repayment. It shall be the duty of the directors, as a board, to enforce payment of such amount disallowed. In lieu of payment by the officer,

subject to the determination of the directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

ARTICLE XIII

AMENDMENTS

SECTION 13.1. Determined by Directors. Unless reserved to the shareholders by the articles of incorporation, the bylaws of the corporation may be made, altered, amended or repealed by the shareholders or the board of directors, but no bylaw adopted by the shareholders may be altered, amended or repealed by the board of directors if the bylaws so provide. The bylaws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation.

FILED
Michigan Department of Commerce
JUN 26 1979
[ILLEGIBLE]
DIRECTOR

(Please do not write in spaces below— for Department use)
MICHIGAN DEPARTMENT OF COMMERCE—CORPORATION AND SECURITIES BUREAU

DATE RECEIVED:
JUN 20 1979

EFFECTIVE DATE
If different than
date of filing:

ARTICLES OF INCORPORATION
(Domestic Profit Corporation)

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I (See Part 1 of instructions on Page 4.)

The name of the corporation is SULO & COMPANY

(See Part 2 of instructions on Page 4.)

ARTICLE II (If space below is insufficient, continue on Page 3.)

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized capital stock is:

1.	Common Shares	50,000	Par Value Per Share	\$1.00
	Preferred Shares		Par Value Per Share	\$

and /or shares without par value as follows (See Part 3 of instructions on Page 4.)

2.	Common Shares		Stated Value Per Share	\$
	Preferred Shares		Stated Value Per Share	\$

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:
(If space below is insufficient, continue on Page 3.)

ARTICLE IV

1. The address of the initial registered office is: (See Part 4 of instructions on Page 4.)

811 Ship Street	St. Joseph	Michigan	49085
NO. AND STREET	CITY		ZIP

Mailing address of the initial registered office if different than above (See Part 4 of instructions on Page 4.)

P. O. BOX	CITY	Michigan	ZIP
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3. The name of the initial resident agent at the registered office is:

Michael E. Dumke	811 Ship Street, St. Joseph, Michigan	49085
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ARTICLE V (See Part 5 of instructions on Page 4.)

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Michael E. Dumke	811 Ship Street, St. Joseph, Michigan	Residence or Business Address	49085
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ARTICLE VI OPTIONAL (Delete Article VI if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

Any action required or permitted by this act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

(Use this space for continuation of previous Articles and/or for additional Articles.)

Please indicate which article you are responding to and/or insert any desired additional provisions authorized by the [ILLEGIBLE] by adding additional articles here.

I, the incorporator(s) sign my (name this 18th day of June, 1979

/s/ Michael E. Dumke
MICHAEL E. DUMKE

(INSTRUCTIONS ON PAGE)

(Please do not write in spaces below — for Department use)
MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received
MAR 28 1980

(See Instructions on Reverse Side)
(For Use by Domestic Corporations)

**CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION**

The undersigned corporation executes the following Certificate of Amendment to its Articles of incorporation pursuant to the provisions of Section 631, Act 284, Public Acts of 1972, as amended:

1. The name of the corporation is SULO & COMPANY

2. The location of the registered office is

811 Ship Street, P. O. Box J
(No. and Street)

St. Joseph
(Town or City)

Michigan 49085
(Zip Code)

3. The following amendment to the Articles of Incorporation was adopted on the 27th day of March, 1980. (Check one of the following)

- by the shareholders in accordance with Section 611 (2), Act 284, Public Acts of 1972, as amended. The necessary number of shares as required by statute were vested in [ILLEGIBLE] o the amendment.
- by written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407 (1) and (2), Act 284, Public Acts of 1972, as amended. Written notice to shareholders who have not [ILLEGIBLE] in writing has been given. (Notes Written consent by less than all of the shareholders is permitted only if such provision appears in Articles of Incorporation.)
- by written consent of all the shareholders entitled to vote in accordance with Section 407 (3), Act 284, Public Acts of 1972, as amended.

Resolved, that Article I, of the Articles of Incorporation be amended to read as follows: (Any article being amended is required to be set forth in its [ILLEGIBLE].)

The name of the corporation is RELIABLE DISPOSAL, INC.

RESOLVED FURTHER that Article IV shall be amended to read as follows:

1. The address of the registered office is: Linco Road, P. O. Box 41, Stevensville, MI 49127.
2. Mailing address of the registered office if different than above. SAME
3. The name of the residen agent at the registered office is:
WILLIAM F. STOUB (Reliable Disposal, Inc., Linco Road, P. O. Box 41. Stevensville, MI 49127)

Signed this 27th day of March, 1980

By: /s/ Michael E. Dumke
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

MICHAEL E. DUMKE, President & Sole Incorporator
(Type or Print Name and Title)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received
JUL 21 1987

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982, as amended (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

RELIABLE DISPOSAL, INC.

2. The corporation identification number (CID) assigned by the Bureau is: 1 2 2 — 3 8 0

3. The location of its registered office is:

Linco Road, (P. O. Box 41)
(Street Address)

Stevensville,
(City)

Michigan

49127
(ZIP Code)

4. Article III of the Articles of incorporation is hereby amended to read as follows:

The total authorized capital stock is:

Common Shares 750

Par Value Per Share \$1.00

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b)

a. The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19_____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19_____

(Signatures of all incorporators; type or print name under each signature)

b. The foregoing amendment to the Articles of Incorporation was duly adopted on the 17th day of, July, 1987. The amendment: (check one of the following)

- was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.
- was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.
- was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

Signed this 17th day of July, 1987

By: /s/ William F. Stoub
(Signature)

WILLIAM F. STOUB President
(Type or Print Name) (Type or Print Title)



(FOR BUREAU USE ONLY)

FILED

Date Received

DEC 30 1991

DEC 27, 1991

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

[ILLEGIBLE]: 12/31/91

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Reliable Disposal, Inc.
2. The corporation identification number (CID) assigned by the Bureau is: 122 — 380
3. The location of its registered office is:

	41 7227 Reliable	Stevensville	Michigan	49127
(Street Address)	Path	(City)		(ZIP Code)

4. Article III of the Articles of Incorporation is hereby amended to read as follows:
The total authorized capital stock is:

Common Shares 60,000	Par Value Per Share \$1.00
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MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received

FILED
DEC 30 1991
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

DEC 27 1991

ILLEGIBLE 12/31/91

CERTIFICATE OF MERGER/CONSOLIDATION
For use by Domestic or Foreign Corporations
 (Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), and/or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its corporation identification number (CID) is:

Reliable Disposal, Inc.

1	2	2	-	3	8	0
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Quality Refuse Service, Inc.

4	9	1	-	1	2	7
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Ace Disposal co.

1	6	0		2	6	1
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b. The name of the surviving (new) corporation and its corporation identification number (CID) is:

Reliable Disposal, Inc.

1	2	2	-	3	8	0
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c. For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Reliable Disposal, Inc.	750	common	
Quality Refuse Service, Inc.	1,000	common	
Ace Disposal Co.	15,000	common	

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

N/A

- d. For each constituent nonstock corporation
- (i) if it is organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.
N/A
 - (ii) if it is organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.
N/A
- e. The terms and conditions of the proposed merger (consolidation), including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving (consolidated) corporation, or into cash or other consideration, are as follows:
See Exhibit A attached
- f. If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:
The authorized shares of stock of Reliable Disposal, Inc., the surviving corporation are to be increased to 60,000 shares. In all other respects the Articles of Incorporation shall remain in full force and effect.
- g. Other provisions with respect to the merger (consolidation) are as follows:
None

2. (Complete for any foreign corporation only) N/A

This merger (consolidation) is permitted by the laws of the state of _____, the jurisdiction under which _____
(name of foreign corporation) is organized and the plan of merger (consolidation) was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.

3. (Complete only if an effective date is desired other than the date of filing. This date must be no more than 90 days after receipt of this document in this office).

The merger (consolidation) shall be effective on the 31st day of December, 1991.

4. (Complete applicable section for each constituent corporation)

a. (For domestic profit corporations only) N/A

The plan of merger (consolidation) was approved by the unanimous consent of the incorporators of _____, which has not commenced business, has not issued any shares, and has not elected a Board of Directors. (Incorporators must sign on this page of the Certificate.)

b. (For profit corporations involved in a merger only)

The plan of merger was approved by the Board of Directors of Reliable Disposal, Inc. _____, the surviving corporation, without the approval of the shareholders of that corporation in accordance with Section 704 of the Act. The plan of Merger was also approved by the shareholders of Reliable Disposal, Inc.

c. (For profit corporations only)

The plan of merger or consolidation was adopted by the Board of Directors of the following constituent corporations:

- Quality Refuse Service, Inc.
- Ace Disposal Co.

and was approved by the shareholders of those corporations in accordance with Sections 701 to 704, or pursuant to Section 407 by written consent and written notice, if required by that section.

d. (For nonprofit corporations only) N/A

The plan of merger or consolidation was adopted by the Board of Directors

(i) (Complete if organized upon a stock or membership basis) of _____ and was approved by the shareholders or members of that corporation in accordance with Sections 701 and 703(1) and (2), or pursuant to Section 407 by written consent and written notice, if required.

(ii) (Complete if organized upon a directorship basis) of _____ in accordance with Section 703(3).

Sign this area for item 4(a).

Signed this _____ day of _____, 19 _____.

Sign this area for items 4(b), 4(c), or 4(d).

Signed this 27th day of December, 1991.

RELIABLE DISPOSAL INC.

(Name of Corporation)

By /s/ WILLIAM F. STOUB

(Signature)

WILLIAM F. STOUB, President

(Type or Print Name and Title)

Signed this 27th day of December, 1991.

QUALITY REFUSE SERVICE, INC.

(Name of Corporation)

By /s/ ARTHUR J. BOLT

(Signature)

ARTHUR J. BOLT, President

(Type or Print Name and Title)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Michael J. Roberts
Butzbaugh & Dewane
811 Ship Street
P.O. Box 27
St. Joseph, MI 49085

Name of person or organization
remitting fees:
Butzbaugh & Dewane

Preparer's name and business
telephone number:

Michael J. Roberts
(616) 983-0191

INFORMATION AND INSTRUCTIONS

1. The merger/consolidation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
3. This certificate is to be used pursuant to sections 701 through 707 of the Act for the purpose of merging or consolidating two or more domestic and/or foreign corporations and pursuant to Section 731 if the merger or consolidation involves one or more foreign corporations.
4. If more than two corporations are merging or consolidating, the certificate may be adjusted as necessary, or the format may be used as a guide in drafting your own certificate. If additional space is required for any section, continue the section on an attachment.

Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

5. Item 3 — This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
6. A domestic nonprofit charitable purpose corporation must obtain the consent of the Michigan Attorney General if it is being dissolved by merger or consolidation. Contact the Charitable Trust Division, Michigan Attorney General, Room 670, Law Building, 525 West Ottawa, Lansing, Michigan 48913 at least 45 days before the desired effective date of the merger or consolidation.
7. This certificate must be signed in ink by the president, vice-president, chairperson, or vice-chairperson of each corporation that is merging or consolidating, unless the incorporators of a domestic *profit* corporation approve the merger or consolidation pursuant to sections 706 and 707 of the Act. In that event, the certificate must be signed in ink by all of the incorporators of that corporation in item 4.
8. FEES: Filing fee — A filing fee must be remitted for each domestic and qualified foreign corporation involved in the merger, according to the following schedule (Make remittance payable to State of Michigan):

domestic corporation	\$50.00
qualified foreign corporation	\$10.00

Merger — If the survivor is a domestic *profit* corporation whose authorized capital stock is increased, an additional fee is due equal to $\frac{1}{2}$ mill (.0005) on each dollar of the increase over the previous highest authorized capital stock on which a franchise fee was paid.

Consolidation — Franchise fees are required for the articles of incorporation of the new consolidated corporation, if it is a domestic corporation.

Credit — If a foreign corporation authorized to transact business in this State merges or consolidates into a domestic *profit* corporation, the amount of franchise fees required to be paid by that domestic corporation shall be reduced by the initial or additional franchise fees paid to this State by the foreign corporation.

9. Mail form and fee to:

Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30054, 6546 Mercantile Way, Lansing, MI 48909, Telephone: (517) 334-6302

EXHIBIT A

1e.

- a) Quality Refuse Service, Inc. shall transfer all of its assets to Reliable Disposal, Inc. in exchange the shareholders of Quality Refuse Service, Inc. shall receive Reliable Disposal, Inc.'s stock. Reliable Disposal, Inc. shall assume all of Quality Refuse Service Inc.'s liabilities. Furthermore, the fair market value of the assets transferred exceed the amount of the liabilities assumed.
Ace Disposal Co. shall transfer all of its assets to Reliable Disposal, Inc. in exchange the shareholders of Ace Disposal Co. shall receive Reliable Disposal, Inc. stock. Reliable Disposal, Inc. shall assume all of Ace Disposal Co.'s liabilities. Furthermore, the fair market value of the assets transferred exceed the amount of the liabilities assumed.
 - b) Each share of Reliable Disposal, Inc.'s common stock which is issued and outstanding on the effective date shall remain issued and outstanding as one share of Reliable Disposal, Inc.'s common stock.
 - c) Each share of Quality Refuse Service, Inc.'s common stock, if any, which remains unissued on the effective date of this merger shall be cancelled.
Each share of Ace Disposal Co.'s common stock, if any, which remains unissued on the effective date of this merger shall be cancelled.
 - d) Each share of Quality Refuse Service, Inc.'s common stock which is issued and outstanding on the effective date shall be exchanged into 43.1% of one share of Reliable Disposal, Inc.'s common stock.
Each share of Ace Disposal Co.'s common stock which is issued and outstanding on the effective date shall be exchanged into 1.97333% of one share of Reliable Disposal, Inc.'s common stock.
 - e) No scrip or fractional share certificates of Reliable Disposal, Inc. shall be issued as a result of the merger transaction described hereinabove, but in lieu of each fractional interest, a Quality Refuse Service, Inc. or Ace Disposal Co. stockholder entitled to a fractional share equal to 1/2 or more of one share of Reliable Disposal, Inc.'s common stock shall receive a full share of Reliable Disposal, Inc.'s common stock and any fractional share equal to less than 1/2 of one share of Quality Refuse Service, Inc. or Ace Disposal Co.'s common stock shall be eliminated.
-

- f) After the merger transaction described above has become effective, except as otherwise provided by the Code with respect to dissenting stockholders, each holder of an outstanding certificate or certificates theretofore representing Quality Refuse Service, Inc.'s common stock and Ace Disposal Co.'s common stock shall surrender the same to Reliable Disposal, Inc. and each such holder thereupon shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Reliable Disposal, Inc.'s common stock into which the Quality Refuse Service, Inc.'s common stock or Ace Disposal Co.'s common stock represented by the certificate or certificates so surrendered shall have been converted or exchanged by the provisions hereof.

Until such surrender, both Quality Refuse Service, Inc. and Ace Disposal Co.'s common stock shall be deemed for all corporate purposes, other than the payment of dividends, to evidence ownership of the number of full shares of Reliable Disposal, Inc.'s common stock to be delivered with respect to such shares of such capital stock. Unless and until any such outstanding certificates shall be so surrendered, no dividend payable to the holders of record of Reliable Disposal, Inc.'s common stock as of any date subsequent to the effective date shall be paid to the holders of such outstanding certificates, but upon surrender of any such certificate or certificates, there shall be paid to the record holder of the certificate or certificates of Reliable Disposal, Inc.'s common stock delivered with respect to the shares represented by the surrendered certificate or certificates, without interest, the amount of such dividends which shall have theretofore become payable to them with respect to such shares of Reliable Disposal, Inc.'s common stock.

If any holder of an outstanding certificate or certificates representing Quality Refuse Service, Inc. or Ace Disposal Co. shall deliver to Reliable Disposal, Inc. such affidavits, indemnity agreements or surety bonds as Reliable Disposal, Inc. shall reasonably require in conformity with its customary procedure with respect to lost stock certificates of Reliable Disposal, Inc., Reliable Disposal, Inc. shall treat such delivery as surrender of any lost or misplaced or destroyed certificate or certificates representing Quality Refuse Service, Inc. or Ace Disposal Co.'s common stock.

Signed this 27th day of December, 1991.

ACE DISPOSAL CO.

BY: /s/ William E. Bos
WILLIAM E. BOS, President

**AMENDED AND RESTATED BYLAWS
OF
RELIABLE DISPOSAL, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Filing fee:
Receipt # :

Articles of Incorporation
(PURSUANT TO NRS 78)
STATE OF NEVADA
Secretary of State

(For filing office use)

(For filing office use)

IMPORTANT: Read instructions on reverse side before completing this form.
TYPE OR PRINT (BLACK INK ONLY)

- 1. NAME OF CORPORATION: Republic Dumpco, Inc.
- 2. RESIDENT AGENT: (designated resident agent and his STREET ADDRESS in Nevada where process may be served)

Name of Resident Agent: THE CORPORATION TRUST COMPANY OF NEVADA

Street Address: One East First Street Reno, NV 89501

Street No. Street Name City Zip

- 3. SHARES: (number of shares the corporation is authorized to issue)
- Number of shares with par value: 1,000 Par value: 0.01 Number of shares without par value:

- 4. GOVERNING BOARD: shall be styled as (check one): Directors _____ Trustees
- The FIRST BOARD OF DIRECTORS shall consist of 1 members and the names and addresses are as follows (attach additional pages if necessary)

<u>Harris W. Hudson</u>	<u>450 East Las Olas Blvd., Suite 1200, Fort</u>
<u>Name</u>	<u>Lauderdale, Florida 33301</u>
<u>Name</u>	<u>Address</u> <u>City/State/Zip</u>
<u>Name</u>	<u>Address</u> <u>City/State/Zip</u>

- 5. PURPOSE (optional — see reverse side): The purpose of the corporation shall be:
- 6. OTHER MATTERS: This form includes the minimal statutory requirements to incorporate under NRS 78. You may attach additional information pursuant to NRS 78,037 or any other information you deem appropriate. If any of the additional information is contradictory to this form it cannot be filed and will be returns to you for correction. Number of pages attached _____
- 7. SIGNATURES OF INCORPORATORS: The names and addresses of each of the incorporators signing the articles: (Signature must be Illegible)
(Attach additional pages if there are more than two incorporators.)

<u>Joy Almacen</u>	<u>Victoria Goldstein</u>
<u>Name(print)</u>	<u>Name(print)</u>
<u>1200 S. Pine Island Road, Plantation,</u>	<u>1200 S. Pine Island Road, Plantation,</u>
<u>Florida 33324</u>	<u>Florida 33324</u>
<u>Address</u> <u>City/State/Zip</u>	<u>Address</u> <u>City/State/Zip</u>
<u>/s/ Joy Almacen</u>	<u>/s/ Victoria Goldstein</u>
<u>Signature</u>	<u>Signature</u>
<u>State of Florida</u> <u>County of Broward</u>	<u>State of Florida</u> <u>County of Broward</u>

This instrument was acknowledged before me on _____, 19____, by _____

This instrument was acknowledged before me on _____, 19____, by _____

Victoria Goldstein

Name of Person

as incorporator

of Republic Dumpco, Inc

(name of party on behalf of whom instrument was executed)

Notary Public Signature

Barbara A. Burke
(affix notary stamp or seal)

Joy Almacen

Name of Person

as incorporator

of Republic Dumpco, Inc

(name of party on behalf of whom instrument was executed)

Notary Public Signature

Barbara A. Burke
(affix notary stamp or seal)

- 8. CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RESIDENT AGENT

The Corporation Trust Company of Nevada here by accept appointment as Resident Agent for the above named corporation

The Corporation Trust Company of Nevada By: Illegible 8/5/97 Date

Signature of Resident Agent

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC DUMPCO, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Filing fee:
Receipt #:

Articles of Incorporation
(PURSUANT TO NRS 78)
STATE OF NEVADA
Secretary of State

(For filing office use)

(For filing office use)

IMPORTANT: Read instructions on reverse side before completing this form.
TYPE OR PRINT (BLACK INK ONLY)

- 1. NAME OF CORPORATION: RI/ETON Merger Corp.
- 2. RESIDENT AGENT: (designated resident agent and his STREET ADDRESS in Nevada where process may be served)

Name of Resident Agent: THE CORPORATION TRUST COMPANY OF NEVADA

Street Address: One East First Street Reno, NV 89501

Street No. Street Name City Zip

- 3. SHARES: (number of shares the corporation is authorized to issue)
- Number of shares with par value: 1,000 Par value: 0.01 Number of shares without par value: _____

4. GOVERNING BOARD: shall be styled as (check one): Directors _____ Trustees

The FIRST BOARD OF DIRECTORS shall consist of 1 members and the names and addresses are as follows (attach additional pages if necessary):

<u>Harris W. Hudson</u>	<u>450 East Las Olas, Blvd., Suite 1200, Fort Lauderdale, Florida 33301</u>
Name	Address City/State/Zip
_____	_____
Name	Address City/State/Zip

- 5. PURPOSE (optional — see reverse side): The purpose of the corporation shall be:
- 6. OTHER MATTERS: This form includes the minimal statutory requirements to incorporate under NRS 78. You may attach additional information pursuant to NRS 78.037 or any other information you deem appropriate. If any of the additional information is contradictory to this form it cannot be filed and will be returned to you for correction. Number of pages attached _____
- 7. SIGNATURES OF INCORPORATORS: The names and addresses of each of the incorporators signing the articles: (Signature must be authorized) (Attach additional pages if there are more than two incorporators.)

<u>Maddona Cuddihy</u>	<u>Victoria Goldstein</u>
Name(Print)	Name(Print)
<u>1200 S. Pine Island Road, Plantation, Florida 33324</u>	<u>1200 S. Pine Island Road, Plantation, Florida 33324</u>
Address City/State/Zip	Address City/State/Zip
<u>/s/ Maddona Cuddihy</u>	<u>/s/ Victoria Goldstein</u>
Signature	Signature
State of <u>Florida</u> Country of <u>Broward</u>	State of <u>Florida</u> Country of <u>Broward</u>

This instrument was acknowledged before me on _____, 19____, by _____	This instrument was acknowledged before me on _____, 19____, by _____
<u>Victoria Goldstein</u>	<u>/s/ Maddona Cuddihy</u>
Name of Person	Name of Person
as incorporator	as incorporator
<u>of RI/ETON Merger Corp.</u>	<u>of RI/ETON Merger Corp.</u>
(name of party on behalf of whom instrument was executed)	(name of party on behalf of whom instrument was executed)
_____ Notary Public Signature	_____ Notary public Signature
<u>Barbara Burke</u> (affix notary sump or seal)	<u>Barbara Burke</u> (affix notary sump or seal)

- 8. CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RESIDENT AGENT
- The Corporation Trust Company of Nevada hereby accept appointment as Resident Agent for the above named corporation.
- The Corporation Trust Company of Nevada By: _____ 7/9/97
- Signature of Resident Agent (Assistant Secretary) Date

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

(Before Payment of Capital or Issuance of Stock) Filed by:

Victoria Goldstein and Madonna Cuddihy
name of incorporator or director name of incorporator or director

certify that:

1. They constitute at least two-thirds of the original incorporators or of the directors of RI/ETON Aquisition Corp., a Nevada corporation.
2. The original Articles were filed in the Office of the Secretary of State on July 9, 1997.
3. As of the date of this certificate, no stock of the corporation has been issued.
4. They hereby adopt the following amendments to the articles of incorporation of this corporation:

Article First is amended to read as follows:

The name of the corporation shall be Republic Environmental Technologies, Inc.

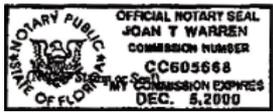
FILED
[ILLEGIBLE]
STATE OF NEVADA
AUG 04 1997
C14708-97

/s/ Victoria Goldstein
Signature

/s/ Madonna Cuddihy
Signature

State of Florida }
County of Broward } ss.

On August 4, 1997, personally appeared before me, a Notary Public, Victoria Goldstein and Madonna Cuddihy, who acknowledged that they executed the above instrument.



/s/ Joan Warren
Signature of Notary

Joan Warren

(NEV.-987-10/27/95)
(ILLEGIBLE)

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC ENVIRONMENTAL TECHNOLOGIES, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)

Mail Form to one of the Following:

- Yes PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***
- No PO Box 670
Columbus, OH 43216

**ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY**
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:
(CHECK ONLY ONE (1) BOX)

(1) Articles of Organization for
Domestic Limited Liability Company
(115-LCA)
ORC 1705

(2) Application for Registration of
Foreign Limited Liability Company
(106-LFA)
ORC 1705

(Date of Formation)

(State)

Complete the general information in this section for the box checked above.

Name Republic Ohio Contracts, LLC

o Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.,

Complete the information in this section if box (1) is checked.

Effective Date (Optional) _____ *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*
(mm/dd/yyyy)

This limited liability company shall exist for _____
(Optional) (Period of existence)

Purpose _____
(Optional) _____

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional) _____
(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

Last Revised: May 2002



www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)

Mail Form to one of the Following:

- Expedite PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***
- Non Expedite PO Box 1329
Columbus, OH 43216

**Domestic Limited Liability Company Certificate of
Amendment or Restatement
Filing Fee \$50.00**

(CHECK ONLY ONE (1) BOX)

(1) Domestic Limited Liability Company

Amendment (129-LAM)

December, 13 2005
Date of Formation

The undersigned authorized representative of:

Republic Ohio Contracts, LLC
Name of limited liability company

(2) Domestic Limited Liability Company

Restatement (142-LRA)

Date of Formation

1586751
Registration number

If box (1) Amendment is checked, only complete sections that apply. If box (2) Restatement is checked, all sections below must be completed.

The name of said limited liability company shall be:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd." or "ltd"

This limited liability company shall exist for a period of:

Period of Existence

Purpose

Check here if additional provisions are attached

Last Revised: 6/20/2008

REQUIRED

Must be **(signed)** by a member, manager or other representative.

/s/ Jo Lynn White
Signature

12/22/08
Date

Jo Lynn White
Print Name
Secretary of Republic Services of Ohio Hauling, LLC, Sole member

Signature

Date

Print Name

Signature

Date

Print Name

Exhibit A

The principal office address of the limited liability company has changed. The new principal address is as follows:

18500 North Allied Way
Phoenix, Arizona 85054

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC OHIO CONTRACTS, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC OHIO CONTRACTS, LLC, an Ohio limited liability company (the "Company"), is made and entered into on January 1, 2006, by Republic Services of Ohio Hauling, LLC ("RS Ohio"). The Company was organized as a limited liability company under the Ohio Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that Linda J. Smith was an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RS OHIO is, and has been admitted as the sole member of the Company, and that RS OHIO's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

- (a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).
 - (b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.
-

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur;

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(i)(b)(2);and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Second Amended and Restated Operating Agreement on January 1, 2006.

REPUBLIC SERVICES OF OHO HAULING, LLC

By: /s/ David A. Barclay

David A. Barclay

Title: Vice President & Secretary

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Ohio Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“**Percentage Interest**” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“**Principal Office**” means the principal place of business specified in Section 2.2.

“**Substitute Member**” means any individual or entity admitted as a Member pursuant to Section 8.4.

“**Transfer**” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“**Unit**” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services of Ohio Hauling, LLC, an Ohio limited liability company	\$100.00	100

State of Florida
Articles of Incorporation
Of

Republic Services Aviation, Inc.

FIRST: The corporate name that satisfies the requirements of Section 607.0401 is: Republic Services Aviation, Inc.

SECOND: The street address of the principal office of the corporation and its mailing address is:

110 S.E. 6th Street, 28th Floor, Fort Lauderdale, Florida, 33301

THIRD: The number of shares the corporation is authorized to issue is One Thousand (1,000) each with the par value of Zero Dollars and One Cent (\$0.01).

FOURTH: The street address of the initial registered office of the corporation is C/O C T CORPORATION SYSTEM, 1200 SOUTH PINE ISLAND ROAD, CITY OF PLANTATION, FLORIDA 33324, and the name of its initial registered agent at such address is C T CORPORATION SYSTEM.

FIFTH: The name and address of each incorporator is:

Connie Bryan 660 East Jefferson Street
Tallahassee, FL 32301

The undersigned has executed these articles of incorporation this 26th day of October, 1999.

By /s/ Connie Bryan
Connie Bryan, Incorporator

FILED
99 OCT 26 PM 12:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Acceptance by the Registered Agent of
Republic Services Aviation, Inc.
as required in Section 607.0501

C T Corporation System is familiar with and accepts the obligations provided for in Section 607.0505.

C T CORPORATION SYSTEM

Dated, October 26, 1999

By /s/ Connie Bryan
Connie Bryan

(Type Name of Officer)

Special Assistant Secretary
(Title of Officer)

FILED
99 OCT 26 PM 12:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC SERVICES AVIATION, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
REPUBLIC SERVICES FINANCIAL LP, INC.

* * * * *

1. The name of the corporation is Republic Services Financial LP, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
5. The board of directors is authorized to make, alter or repeal the bylaws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is:

 Laura Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 16th day of May, 2000.

/s/ Laura Vitalo

Laura Vitalo,
Sole Incorporator

BYLAWS
OF
REPUBLIC SERVICES FINANCIAL LP, INC.

ARTICLE I
CORPORATE OFFICES

Section 1. Delaware Registered Office. The registered office of REPUBLIC SERVICES FINANCIAL LP, INC. (the "Corporation") in the State of Delaware shall be in the City of Wilmington, County of New Castle.

Section 2. Other offices. The Corporation may also have offices at such other places, both within and outside the state of Delaware, as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Time and Place. A meeting of stockholders for any purpose may be held at such time and place, within or outside the state of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. Annual meetings of stockholders, commencing with the year 2000, shall be held on any day during the month of May, if not a legal holiday, or if a legal holiday, then on the following business day, or at such other date as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which the stockholders shall elect a board of directors and transact such other business as may properly come before the meeting.

Section 3. Special Meetings. Special meetings of stockholders, for any purpose or purposes, unless otherwise prescribed by law or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the whole board of directors, or at the request in writing of stockholders owning a majority of the capital stock of the Corporation outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purpose stated in the notice.

Section 4. Notice. Written notice of a meeting, annual or special, stating the place, date and hour of the meeting, and in special meeting stating the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting, not less than ten nor more than sixty days, or if a vote of stockholders on a merger or consolidation is one of the stated purposes of the meeting, not less than twenty nor more than sixty days before the date of the meeting.

Section 5. Stockholder List. The officer who has charge of the stock ledger of the Corporation shall prepare or cause to be prepared and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 6. Quorum. The holders of a majority of the stock outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business, except as otherwise required by law or by the certificate of incorporation. If, however, such quorum shall not be present or represented at a meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the place, date and hour of the adjourned meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 7. Required Vote. Each election of directors or others shall be determined by a plurality vote, and, except as otherwise required by law or by the certificate of incorporation, each other matter shall be determined by the affirmative vote of a majority of the shares present in person or represented by proxy.

Section 8. Voting. Unless otherwise required by law or by the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

Section 9. Action by Written Consent. Unless otherwise provided in the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation.

Every written consent shall bear the date of signature of each stockholder or member who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered to the Corporation in the manner required by this section, written consents signed by a sufficient number of holders or members to take action are delivered to the Corporation. Delivery to the Corporation shall be made to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III
DIRECTORS

Section 1. General Powers; Number; Tenure. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors, which may exercise all powers of the Corporation and perform or authorize the performance of all lawful acts and things which are not by law, the Articles of Incorporation or these Bylaws directed or required to be exercised or performed by the stockholders. The number of directors of the Corporation shall be at least one (1) or such other number as shall be determined by resolution duly adopted by the Board of Directors. The directors shall be elected at the annual meeting of the stockholders (except as otherwise provided in Section 2 of Article III), and each director elected shall hold office until the next succeeding annual meeting of the stockholders or until his successor has been elected and has qualified. Directors need not be stockholders nor residents of the State of Delaware.

Section 2. Vacancies. Except as otherwise required by law or by the certificate of incorporation, any vacancy on the board of directors, including a newly created directorship, may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. If there are no directors in office, then an election of directors may be held in the manner provided by law.

Section 3. Powers. The business and affairs of the Corporation shall be managed by or under the direction of the board of directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

Section 4. Place of Meetings. The board of directors of the Corporation may hold meetings, both regular and special, either within or outside the state of Delaware.

Section 5. Regular Meetings. A regular meeting of the board of directors shall be held without other notice than this bylaw immediately following and at the same place as the annual meeting of stockholders. In the event such meeting is not held at the time and place specified in the preceding sentence, the meeting may be held at such time and place as shall be specified in a notice given as

hereinafter provided for special meetings of the board or as shall be specified in written waivers signed by all of the directors. Other regular meetings of the board may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 6. Special Meetings. Special meetings of the board of directors may be called by the president and shall be called by the president or secretary on the written request of two directors, on not less than two days' notice to each director, either personally or by mail or by telegram.

Section 7. Quorum. At any meeting of the board of directors a majority of the whole board of directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as otherwise required by law or by the certificate of incorporation. If there is not a quorum at a meeting of the board, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 8. Action by Written Consent. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at a meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 9. Participation with Communications Equipment. Unless otherwise restricted by law or by the certificate of incorporation or these by laws, members of the board of directors, or of any committee designated by the board of directors, may participate in a meeting of the board of directors, or of any committee, by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting by such means shall constitute presence at the meeting.

Section 10. Committees of Directors. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all of the powers and authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require the seal; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the

stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the bylaws of the Corporation; and, unless the resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger. Each committee shall keep regular minutes of its meetings and shall furnish them to the board of directors when required.

Section 11. Compensation of Directors. Unless otherwise restricted by the certificate of incorporation, the board of directors shall have the authority to fix the compensation of directors. The receipt of such compensation shall not preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings. The directors may be reimbursed for any expenses of attending meetings of the board of directors and of committees of the board.

ARTICLE IV

NOTICES

Section 1. Method of Giving Notice. Whenever, under any provision of law or of the certificate of incorporation or of these bylaws, notice is required to be given to any director or stockholder, such notice may be given in writing by mail. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to such director or stockholder, at that person's address as it appears on the records of the Corporation. Notice to directors may also be given by telegram.

Section 2. Waiver of Notice. Whenever notice is required to be given under any provision of law or of the certificate of incorporation or of these bylaws, a written waiver of such notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 1. Offices. The officers of the Corporation, shall be elected by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. In addition, the board of directors may elect additional vice-presidents, and one or more assistant secretaries, assistant treasurers and other subordinate officers including but not limited to a chief financial officer and chief operating officer. Any number of offices may be held by the same person, unless the certificate of incorporation or these bylaws otherwise provide.

Section 2. Annual Election. The board of directors at its first meeting after each annual meeting of stockholders shall elect a president, one or more vice-presidents, a secretary and a treasurer. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be.

Section 3. Additional Officers. The board of directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. Compensation of Officers. The compensation of all officers and agents of the Corporation shall be fixed by or under the direction of the board of directors.

Section 5. Term of Office and Vacancy. Each officer shall hold office until his or her successor shall have been duly elected and qualified or until he or she sooner dies, resigns or is removed. Any officer elected or appointed by the board of directors may be removed at any time by the board of directors. Any vacancy occurring in any office of the Corporation shall be filled by the board of directors.

Section 6. President. The president (a) shall be the chief executive officer of the Corporation (b) shall preside at all meetings of the stockholders and the board of directors, (c) shall have general and active management of the business and affairs of the Corporation, (d) shall see that all orders and resolutions of the board of directors are carried into effect and (e) shall have the power to execute bonds, mortgages and other contracts, agreements and instruments, except where required or permitted by law to be otherwise signed and executed or where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Corporation.

Section 7. Vice-Presidents. In the absence of the president or in the event of the disability of the president, the vice-president (or if there be more than one, the vice-presidents in the order designated or in the absence of any designation, then in the order of their most recent election) shall perform the duties of the president and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the board of directors or the president may from time to time prescribe.

Section 8. Secretary. The secretary shall (a) attend all meetings of the board of directors and all meetings of the stockholders and record all of the proceedings of the meetings of the board of directors and of the stockholders in a book to be kept for that purpose and perform like duties for the standing committees when required, (b) give, or cause to be given, notice of all special meetings of the board of directors and all meetings of the stockholders and (c) perform such other duties as may be prescribed by the board of directors or the president, under whose supervision the secretary shall be. The secretary shall have custody of the corporate seal of the Corporation and shall have authority to affix it to any instrument requiring the seal, and when so affixed, the seal may be attested by the signature of such officer. The board of directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by signature.

Section 9. Assistant Secretaries. The assistant secretary (or if there be more than one, the assistant secretaries in the order determined by the board of directors, or if there be no such determination, then in the order of their most recent election or appointment) shall, in the absence of the secretary or in the event of the disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors or the president may from time to time prescribe.

Section 10. Treasurer. The treasurer shall (a) have custody of the corporate funds and securities, (b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, (c) deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the board of directors, (d) disburse the funds of the Corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, (e) render to the president and the board of directors, at its regular meetings, or when the board of directors so requests, an account of all the transactions of the treasurer and of the financial condition of the Corporation, and (f) perform such other duties and have such other powers as the board of directors or the president may from time to time prescribe.

Section 11. Assistant Treasurers. The assistant treasurer (or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, or if there be no such determination, then in the order of their most recent election or appointment) shall, in the absence of the treasurer or in the event of the disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors or the president may from time to time prescribe.

ARTICLE VI
STOCK CERTIFICATES

Section 1. Right of Holder to Certificate. Every holder of stock in the Corporation shall be entitled to have a certificate signed by, or in the name of the Corporation by, the president or a vice-president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Facsimile Signatures. Any or all of the signatures on the certificate may be facsimile. In the event any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, the certificate may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

Section 3. Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the

certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or the legal representative of the owner, to advertise the same in such manner as it shall require or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation in connection with the certificate alleged to have been lost, stolen or destroyed, or both.

Section 4. Registration of Transfers. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its stock records.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholder shall be the close of business on the day next preceding the day on which notice is given, or, if notice is waived, the meeting is held. A determination of stockholders of record apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by this chapter, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation as prescribed by these bylaws. If no record date has been fixed by the board of directors and prior action by the board of directors is required by this chapter, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect to any change, conversion or exchange of stock, or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 6. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered in its stock records as the owner of shares to receive dividend, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

ARTICLE VII
OTHER PROVISION

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation and requirements of law.

Section 2. Signatures on Checks and Notes. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall end on December 31.

Section 4. Seal. the corporate seal shall be inscribed with the name of the Corporation and the words "Corporate Seal" and "Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 5. Indemnification of Directors, Officers and Others. Each person who is or was a director or officer of the Corporation and each person who serves or served at the request of the Corporation as a director or officer (or equivalent) of another Corporation, partnership, joint venture, trust or other enterprise (and the heirs, executors, administrators and estates of any such persons), shall be indemnified by the Corporation in accordance with, and to the fullest extent authorized by, the provisions of the General Corporation Law of the State of Delaware as it may from time to time be amended, except as to any action, suit or proceeding brought by or on behalf of the director or officer of the Corporation without prior approval of the board of directors. Each person who is or was an employee or agent of this Corporation, and each person who serves or has served at the request of the Corporation as an employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, may be similarly indemnified at the discretion of the board of directors. Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate. The indemnification and

advancement of expenses provided by, or granted pursuant to, this section 5 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

ARTICLE VIII
AMENDMENTS

These bylaws may be altered, amended or repealed or new bylaws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the certificate of incorporation, at any regular meeting of the stockholders or of the board of directors or at any special meeting of the stockholders or of the board of directors if notice of such alteration, amendment, repeal or adoption of new bylaws was contained in the notice of such special meeting.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
REPUBLIC SERVICES FINANCIAL, LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

- I. The name of the limited partnership is Republic Services Financial, Limited Partnership.
- II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.
- III. The name and mailing address of each general partner is as follows:

NAME
 Republic Silverstate Disposal, Inc.

MAILING ADDRESS
 110 S.E. 6th Street
 28th Floor
 Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of REPUBLIC SERVICES FINANCIAL, LIMITED PARTNERSHIP, as of May 17, 2000.

REPUBLIC SERVICES FINANCIAL, LIMITED PARTNERSHIP

BY: REPUBLIC SILVERSTATE DISPOSAL, INC.,
It's General Partner

By: /s/ David A. Barclay
David A. Barclay, Vice President & Secretary

**REPUBLIC SERVICES FINANCIAL LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT**

This Agreement of Limited Partnership ("Agreement") is entered into and shall be effective as of the 17th day of May, 2000, by and between Republic Silver State Disposal, Inc., a Nevada corporation, (the "General Partner"), and the Limited Partners listed on Exhibit A (the "Limited Partners").

**ARTICLE 1
DEFINITIONS**

- 1.1. *Act*. The "Act" is the Delaware Revised Uniform Limited Partnership Act as amended from time to time.
 - 1.2. *Capital Account*. "Capital Account" shall mean the account maintained pursuant to Section 5.1 hereof.
 - 1.3. *Certificate*. The "Certificate" is the Certificate of Limited Partnership filed on behalf of the Partnership with the Delaware Secretary of State, as may be amended from time to time.
 - 1.4. *Code*. The "Code" means the Internal Revenue Code of 1986, as amended.
 - 1.5. *General Partner*. The "General Partner" shall refer to the General Partner identified above, or any successor General Partner.
 - 1.6. "*Net Profits*" or "*Net Losses*" shall mean, for any period, the net amount of items of income and gains, or items of deductions or losses, respectively, of the Partnership during such period for purposes of maintaining the Capital Accounts of the Partnership pursuant to Code Section 704(b) and the Regulations promulgated thereunder computed in accordance with Federal income tax principles except that depreciation with respect to assets contributed to the Partnership or revalued by the Partnership pursuant to the Treasury Regulations promulgated under Section 704(b) of the Code shall be computed based on the value at which such assets were recorded on the books of the Partnership.
 - 1.7. *Partners*. The "Partners" or a "Partner," when used without the words "General" or "Limited," shall refer to both the General and Limited Partners.
 - 1.8. *Partnership*. The "Partnership" means the limited partnership governed by this Agreement.
 - 1.9. *Partnership Capital*. The "Partnership Capital" is the total of the Partners' capital contributions.
-

1.10. *Partnership Interests*. References to “Partnership Interests,” for purposes of determining any Partner’s share of Partnership items, are the relative percentage interests of the individual Partners, as indicated on Schedule A. In addition, the economic rights of a Partner to income, distributions and capital of the Partnership are also referred to a “Partnership Interests.”

1.11. *Regulations*. “Regulations” mean the Income Tax Regulations, including Temporary Regulations promulgated under the Code, as such Regulations may be amended from time to time.

ARTICLE 2
NAME, PLACE OF BUSINESS AND REGISTERED AGENT

2.1. *Name*. The Partnership’s name is Republic Services Financial Limited Partnership.

2.2. *Place of Business*. The Partnership’s principal place of business shall be at such location as the General Partner may designate from time to time.

2.3. *Registered Agent and Office*. The registered agent and registered office shall be such person and at such location as may be designated by the General Partner in accordance with the Act.

ARTICLE 3
PURPOSE

The purposes of the Partnership is to engage in any and all lawful activities.

ARTICLE 4
TERM

4.1. *Initial Term*. The Partnership began on the date of filing the Certificate with the Delaware Secretary of State and ends on December 31, 2100, unless terminated earlier.

4.2. *Extension*. The Partnership may be continued beyond its scheduled termination date by the unanimous vote of the Partners.

ARTICLE 5
CAPITAL AND CAPITAL ACCOUNTS

5.1. *Capital Account Maintenance*. A separate Capital Account shall be determined and maintained for each Partner in accordance with the capital accounting rules of Treasury Regulation § 1.704-1(b)(2)(iv) and § 1.704-1(b)(4). Without limiting the foregoing, Capital Accounts shall be determined in accordance with the following provisions:

(a) To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Net Profits, and any items thereof that are specially allocated pursuant to Section 6.3 below, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by, or subject to, any Partnership property distributed to such Partner.

(b) To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Net Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Section 6.3 below, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by, or subject to, any property contributed by such Partner to the Partnership.

5.2. *Each Partner's Share.* The initial Capital Account balance and the amount of each Partner's initial capital contributions are set forth in Schedule A.

5.3. *Additions.*

(a) The General Partner may request additional capital contributions from all Partners in proportion to their initial capital contributions, if the General Partner shall determine that the Partnership's capital is insufficient to meet the reasonable needs of its business. If any Partner refuses or fails to make such a required contribution of additional capital, the General Partner and any other Partner may lend any necessary additional sums to the Partnership, or the General Partner may borrow such additional sums from any appropriate sources and may pledge the Partnership assets to secure such loans. Any such loans to the Partnership shall bear a reasonable rate of interest, as determined by the General Partner, but otherwise no Partner shall receive interest on its Partnership Interest. This provision is not for the benefit of any creditors of the Partnership, and no such creditors may obtain any right under this provision to make any claim with respect to the capital of or to contributions by any Partner.

(b) Any General Partner which has a deficit balance in its Capital Account when that General Partner's Partnership Interest is liquidated is unconditionally obligated to contribute to the Partnership capital cash sufficient to restore the General Partner's Capital Account balance to zero. This contribution shall be made by the end of such taxable year or, if later, within ninety (90) days after the date of such liquidation. Otherwise, no Partner shall be required to make any additional capital contributions without its consent.

5.4. *Loans.* A Partner's loans to the Partnership shall not be added to its Capital Account.

5.5. *Amount of Contributions.* The amount of a Partner's contributions of property to the Partnership and of the Partnership's distributions of such property to a Partner, as reflected in the Partner's Capital Account, shall be the fair market value of the property on the date of the contribution or distribution, reduced by any liabilities secured by the contributed or distributed property if those liabilities are treated

under applicable federal income tax laws as being assumed by the transferee or if the transferee is treated under such laws as receiving the property subject to those liabilities.

5.6. *No Interest Paid.* No Partner shall receive any interest on its capital contributions or Partnership Interest.

5.7. *Withdrawals.* No Partner may withdraw any of its Capital Account, except as expressly authorized in this instrument.

ARTICLE 6
PROFITS, LOSSES, AND DISTRIBUTIONS

6.1. *Allocation of Net Profits.* For purposes of maintaining the Capital Accounts of the Partnership, all Net Profits shall be allocated each fiscal year as follows:

- (a) First: To the Partners Pro Rata, in accordance with the negative Capital Account balances of such Partners, until the negative Capital Account balance of each such Partner is increased to zero; and then
- (b) Second: To the Partners until the net cumulative amount allocated pursuant to this subparagraph (b) equals the cumulative losses allocated to the Partners under Section 6.2 below as reduced by Net Profit allocations under this Section 6.1 for prior Fiscal Years and allocations under Section 6.1(a) for the current Fiscal Year, Pro Rata in accordance with each Partner's cumulative losses; and then
- (c) Third: To the Partners Pro Rata in accordance with their relative Partnership Interests.

6.2. *Allocation of Net Losses.* For purposes of maintaining the Capital Accounts of the Partnership, Net Losses shall be allocated each fiscal year as follows:

- (a) First: Pro Rata to the Partners in accordance with each such Partner's relative positive Capital Account balance until the positive Capital Account balance of each such Partner is reduced to zero; and then
- (b) Second: Pro Rata to the Partners in accordance with their relative Partnership Interests.

6.3. *Adjustments.* Notwithstanding Sections 6.1 and 6.2 hereof, appropriate adjustments shall be made to the allocations to the extent required to comply with the "qualified income offset," "minimum gain chargeback" and "chargeback for nonrecourse debt for which a Partner bears a risk of loss" rules of the Treasury Regulations promulgated pursuant to Section 704(b) of the Code. To the extent permitted by such Treasury Regulations, the allocations in such year and subsequent years shall be further adjusted

so that the cumulative effect of all the allocations shall be the same as if all such allocations were made pursuant to the allocation provisions hereof without regard to this Section 6.3.

6.4. *Allocation for Income Tax Purposes.* Net profits, net losses, gains and losses for income tax purposes shall be allocated in the same manner as Net Profits and Net Losses are allocated for purposes of maintaining the Partners' Capital Account balances hereunder, except that appropriate adjustments shall be made to take account of the difference between the amount at which the assets are reflected on the Partnership's books and the adjusted basis of such assets for income tax purposes under the principles of Section 704(c) of the Code and the Treasury Regulations thereunder, as further explained in the Treasury Regulations promulgated under Section 704(b) of the Code.

6.5. *Distributions.* All distributions by the Partnership to its Partners shall be made in the following order of Priority:

- a. First, Pro Rata to the Partners in accordance with their relative positive Capital Account balances; and
- b. Second, Pro Rata to the Partners in accordance with their relative Partnership Interests.

Notwithstanding the foregoing, the General Partner may, from time to time, cause the Partnership to make distributions to the Limited Partners which exceed their Pro Rata shares determined in accordance with the foregoing provisions of this Section 6.5. The Partners agree that to the extent that the Limited Partners have received distributions in excess of their Pro Rata shares, the General Partner may, in its discretion, from time to time and prior to the end of each fiscal year, (i) cause the Partnership to make subsequent distributions to the General Partner only, until it has received distributions in an amount which will cause all cumulative distributions to conform to the proportions specified in clauses a. and b. above, (ii) require the Limited Partners to make capital contributions to the Partnership in amounts not to exceed the excess distributions they received, as described above, and cause such amounts to be distributed to the General Partner, or (iii) require that any combination of the measures described in the foregoing clauses (i) and (ii) be taken, such that the net effect is that all cumulative distributions conform to the proportions specified in clauses a. and b. above. The Limited Partners agree that they shall make the capital contributions provided for in the preceding sentence within 7 days of their receipt of a written request therefor from the General Partner.

ARTICLE 7 MANAGEMENT AND OPERATIONS

7.1. *Limited Partners.* The Limited Partners (other than a Limited Partner who is also a General Partner) shall take no part in and have no vote respecting the Partnership's management and operations.

7.2. *General Partner.* The General Partner has the full and exclusive power on the Partnership's behalf, in its name, to manage, control, administer and operate its business and affairs and to do or cause to be done anything it deems necessary or appropriate for the Partnership's business, including (but not limited to) the power and authority to: (1) sell real or personal property to any person, giving any warranties or assurances deemed appropriate; (2) buy, lease, or otherwise acquire real or personal property to carry on and conduct the Partnership's business; (3) borrow money for the Partnership's business; (4) issue promissory notes and other debt instruments (negotiable or nonnegotiable), in any amounts and secured by any encumbrance on all or any part of the Partnership's assets; (5) assign any debts owing to the Partnership; (6) engage in any other means of financing; (7) enter into any agreement for sharing of profits and joint venture with any person or entity engaging in any business or venture in which the Partnership may engage; (8) manage, administer, conserve, improve, develop, operate, lease, utilize, and defend the Partnership's assets, directly or through third parties; (9) execute any type of agreement or instrument in connection with any other Partnership power; (10) employ all types of agents and employees (including lawyers and accountants) as may seem proper; (11) buy or otherwise obtain the use of any type of equipment or other property that may be convenient or advisable in connection with any Partnership business; (12) incur any reasonable expense for travel, telephone, telegraph, insurance, taxes, and such other things, in carrying on the Partnership's business; (13) sue and be sued, complain and defend in the Partnership's name of and on its behalf; (14) quitclaim, release or abandon any Partnership assets with or without consideration, and (15) convert the Partnership into a corporation or other entity by any means, including by means of a merger.

7.3. *Expenses.* All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including (but not limited to) overhead, administrative and travel expenses, and professional, technical, administrative, and other services, will be reimbursed by the Partnership.

7.4. *Tax Matters Partner.* The General Partner shall be the Tax Matters Partner under the Code and, as such, shall be solely responsible for representing the Partnership in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, but the General Partner shall keep the other Partners reasonably informed of any Partnership dealings with any tax agency. The Partners will make such elections as may be necessary to appoint the General Partner as Tax Matters Partner.

ARTICLE 8 BOOKS AND RECORDS

8.1. *General.* The Partnership's books and records will be kept on the method of accounting determined by the General Partner, and in accordance with generally accepted accounting principles consistently applied, and shall reflect all Partnership transactions and be appropriate and adequate for all Partnership business. The Partnership books shall be kept on a fiscal year determined by the General Partner. The Partnership's records shall be maintained at the Partnership's place of business.

8.2. *Financial Statements.* Within a reasonable period after the close of each fiscal year, the General Partner, at the Partnership's expense, will give a written report to each other Partner indicating such Partner's share of the Partnership income, which requirement may be satisfied by giving each Partner a copy of any tax form which includes such information.

**ARTICLE 9
BANKING**

9.1 All Partnership funds will be deposited in its name in such accounts as the General Partner designates. The General Partner can authorize other persons to draw checks on Partnership bank accounts, but such authority must be in writing.

**ARTICLE 10
TAX ELECTIONS**

10.1 The Partnership shall elect to be treated as an association taxable as a corporation for federal income tax purposes.

**ARTICLE 11
TRANSFER OF PARTNERSHIP INTERESTS**

11.1. *No Transfers.* The Partnership Interest of any Partner (or any portion thereof) shall not be Transferred without the prior written consent of all other Partners.

11.2. *Condition Precedent to Admission of Substitute Partner.* No person to whom a Partnership Interest is properly transferred shall be substituted as a new Partner in place of the transferring Partner until satisfying Section 13.1 hereof.

11.3. *Rights of Unadmitted Assignees.* A person who acquires a Partnership Interest but who is not admitted as a substituted Limited Partner shall be entitled only to allocations and distributions with respect to such Partnership Interest in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Partnership, shall not be entitled to inspect the books of the Partnership and shall otherwise not have any right of a Partner under the Act.

11.4. *Partial Transfers.* Subject to other provisions of this Article 11 and this Agreement, a Partner's interest in the capital or profits of the Partnership may be subdivided and transferred to other parties.

**ARTICLE 12
AMENDMENTS**

12.1. This Agreement may be amended only with the unanimous written consent of the Partners.

**ARTICLE 13
ADMISSION AND EXPULSION OF LIMITED PARTNERS**

13.1. *Admission of New Limited Partners.* A person may be admitted to the Partnership as a substituted Limited Partner only upon satisfaction of the following:

- (a) All Partners consent to such admission, which consent may be given or withheld in their sole and absolute discretion;
- (b) The Partnership Interest of the transferee was acquired in accordance with the Agreement; and
- (c) The transferee consents to be bound by the Agreement in writing and in form satisfactory to the General Partner.

**ARTICLE 14
LIMITED PARTNER'S BANKRUPTCY**

14.1. *Bankruptcy.* If any Limited Partner shall take advantage of any bankruptcy or insolvency act, or if an insolvency petition shall be filed against any Limited Partner and a final adjudication of insolvency entered thereon, or if any Limited Partner shall make an assignment for the benefit of its creditors, then the General Partner shall have the option (exercisable by giving notice thereof to such Limited Partner or to its assignee, trustee in bankruptcy, receiver or other legal representative), to purchase or cause to be purchased all, but not less than all, of such Partner's Limited Partnership Interest, including all regular or preferred units owned by such Limited Partner, within ninety (90) days after such taking advantage or adjudication or assignment, as the case may be, at a price equal to the greater of one hundred dollars (\$100) or such Limited Partner's capital account at such time. The terms of payment shall be all cash or as otherwise agreed upon by the parties.

**ARTICLE 15
DISSOLUTION**

15.1. *Causes for Dissolution.* The Partnership shall be dissolved upon any of the following events:

- (a) The death, withdrawal or adjudication of bankruptcy of the General Partner, but if within ninety (90) days from the occurrence of any of the events upon which dissolution could otherwise occur, the other Partners all elect to continue the Partnership, then: (1) the Partnership will not be dissolved and it will continue under this Agreement; and (2) the remaining Limited Partners will elect a new General

Partner (and the Agreement and Certificate will be amended); and (3) the Partnership Interest of any General Partner whose withdrawal caused the aborted termination shall be converted into a Limited Partnership Interest, and such former General Partner (or its trustee in bankruptcy, successors or assigns, or other personal or legal representatives) shall be a Limited Partner;

(b) The unanimous vote of the Partners; and

(c) The occurrence of any other event causing dissolution of a Limited Partnership under the Act.

15.2. *Upon Dissolution.* Upon its dissolution, the Partnership will terminate and immediately commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The Partnership's assets may be sold, if a price deemed reasonable by the General Partner may be obtained. The proceeds from liquidation of Partnership assets shall be applied as follows:

(a) First, all of the Partnership's debts and liabilities to persons other than Partners shall be paid and discharged in the order of priority as provided by law;

(b) Second, all debts and liabilities to Partners shall be paid and discharged in the order of priority as provided by law; and

(c) Third, all remaining assets shall be distributed proportionately among the Partners in accordance with their positive Capital Accounts.

15.3. *Gain or Loss.* Any gain or loss on the disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in accordance with Article VI; provided, however, that gain or loss with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable Treasury regulations. Any property distributed in kind in the liquidation shall be valued by the General Partner in its reasonable discretion and treated as though it were sold and the cash proceeds in an amount equal to the fair market value of said property distributed. The difference between the fair market value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of property, and shall be credited or charged to the Partners accordingly.

15.4. *Partnership Assets Sole Source.* The Partners shall look solely to the Partnership's assets for the payment of any debts or liabilities owed by the Partnership to the Partners and for the return of their capital contributions and liquidation amounts. If the Partnership property remaining after the payment or discharge of all of its debts and liabilities to persons other than Partners is insufficient to return the Partners' capital contributions, they shall have no recourse therefor against the Partnership or any other Partners,

except to the extent that such other Partners may have outstanding debts or obligations owing to the Partnership. Subject to Section 6.5, the Limited Partners shall not be required to restore any deficits in their Capital Accounts.

15.5. *Winding Up.* The winding up of Partnership affairs and the liquidation and distribution of its assets shall be conducted by the Partners, who are hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Partnership's assets.

**ARTICLE 16
POWER OF ATTORNEY**

16.1. *General.* Each Limited Partner hereby appoints and names the General Partner as its attorney-in-fact, and gives the General Partner full power and authority, in the place of the Limited Partner, to file and record (1) any amendment to the Certificate, (2) any documents of any kind required by any state in which the Partnership is doing business, (3) any other documents deemed advisable by the General Partner, (4) any documents required to continue the Partnership, admit additional or substituted Partners, dissolve or terminate the Partnership or any interest in it, (5) any documents required to obtain or settle any loan, and (6) any documents which may be required to transfer any Partnership assets.

16.2. *Power With an Interest.* The power of attorney granted under Section 16.1: (1) is a power coupled with an interest; (2) is irrevocable and survives the Partner's incompetency; (3) may be exercised by any General Partner by a facsimile signature or by listing all of the Limited Partners executing the instrument with a signature of the General Partner as the attorney-in-fact for all of them; and (4) survives the assignment of the Limited Partner's interest, and empowers the General Partner to act to the same extent for such successor Limited Partner.

**ARTICLE 17
MISCELLANEOUS**

17.1. *Notices.* Any notice or payment required or permitted under this Agreement shall be given and served either by personal delivery to the party to whom it is directed, or by registered or certified mail, postage and charges prepaid, and if it is sent to a Partner, addressed with its address as it appears on the records of the Partnership. Any notice is deemed given on the date on which it is personally delivered, or, if mailed, on the date it is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as required in this Section 17.1. Any Partner may change its address for all purposes of this Agreement by giving notice in writing, stating its new address to the General Partner. Such a change of address will be effective fifteen (15) days after the notice is received by the General Partner.

17.2. *Non-Waiver.* Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

17.3. *Severability*. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

17.4. *Good Faith*. The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, will not subject such Partner or the Partnership to any liability, if done pursuant to advice of the Partnership's legal counsel or in good faith to promote the Partnership's best interests.

17.5. *Governing Law*. This Agreement is to be construed according to the laws of Delaware.

17.6. *Cumulative Rights*. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the parties may have.

17.7. *Other Activities*. Every Partner may also engage in whatever activities it chooses without having or incurring any obligation to offer any interest in such activities to any party hereof.

17.8. *Confidentiality*. No Partner may, without the General Partner's express written consent, divulge to others any information not already known to the public pertinent to the services, clients, customers or operations of the Partnership, whether before or after the Partnership's dissolution.

17.9. *Counterparts*. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one (1) agreement.

17.10. *Waiver of Partition*. Each of the parties waives during the term of the Partnership any right that it may have to maintain any action for partition with respect to the Partnership's property or assets.

17.11. *Binding Terms*. The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns.

17.12. *Personal Property*. The interests of each Partner in the Partnership are personal property.

17.13. *"Days" Defined*. For purposes of this Agreement, any reference to a "day" or "days" means a calendar day, including any days which fall on legal holidays or weekends.

17.14. *Gender and Number*. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

[Signatures on the Next Page]

SCHEDULE A
AGREEMENT OF LIMITED PARTNERSHIP
OF
REPUBLIC SERVICES FINANCIAL, LIMITED PARTNERSHIP
PARTNERS AND PARTNERSHIP INTERESTS

<u>General Partner</u> Republic Silver State Disposal, Inc.	<u>Capital Contribution</u>	<u>Partnership Interest</u> 0.1%
<u>Limited Partner</u> Republic Services Financial L.P. Inc.	<u>Capital Contribution</u>	<u>Partnership Interest</u> 99.9%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:30 PM 02/23/2000
001090493 - 3181816

CERTIFICATE OF FORMATION
OF
RS/WM HOLDING COMPANY, LLC

1. The name of the limited liability company is RS/WM Holding Company, LLC
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of RS/WM Holding Company, LLC, this 23rd day of February, 2000.

/s/ David A. Barclay
David A. Barclay, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:06 PM 03/02/2004
FILED 04:48 PM 03/02/2004
SRV 040159672 - 3181816 FILE

**CERTIFICATE OF AMENDMENT
OF
RS/WM HOLDING COMPANY, LLC**

1. The name of the limited liability company is RS/WM HOLDING COMPANY, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
The name of the limited liability company shall be Republic Services Group, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of RS/WM Holding Company, LLC this 2nd day of March, 2004.

RS/WM HOLDING COMPANY, LLC

By: it's sole member
REPUBLIC SERVICES, INC.

/s/ David A. Barclay
David A. Barclay, Vice President &
Assistant Secretary

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES GROUP, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES GROUP, LLC (*f/k/a* RS/WM Holding Company, LLC), a Delaware limited liability company (the "Company"), is made and entered into on March 2, 2004, by Republic Services, Inc. ("RSI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Second Amended and Restated Operating Agreement on March 2, 2004.

REPUBLIC SERVICES INC.

By: /s/ David A. Barclay

David A. Barclay

Title: Sr. Vice President

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services , Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1

CERTIFICATE OF INCORPORATION
OF
REPUBLIC SERVICES HOLDING COMPANY, INC.

* * * * *

1. The name of the corporation is Republic Services Holding Company, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is:

Laura Vitalo
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 23rd day of February, 2000.

/s/ Laura Vitalo

Laura Vitalo
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC SERVICES HOLDING COMPANY, INC.**

(hereinafter called the "Corporation")

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

EXPEDITED
AZ CORP. COMMISSION
DELIVERED

OCT 22 1998

FILED BY [ILLEGIBLE]

TERM
DATE 10-22-98

STATE OF ARIZONA
OFFICE OF THE
CORPORATION COMMISSION

The following is a list of the mandatory information required in the Articles of Organization of an Arizona Limited Liability Company. (This is not intended for use as a blank form, but as a guideline only.) You may include any other provision in your Articles that is consistent with the Arizona Limited Liability Company Act (A.R.S. §29-601 et seq.)

ARTICLES OF ORGANIZATION

Pursuant to A.R.S. §29-632 the undersigned states as follows:

1. The name of the limited liability company is

Republic Services of Arizona Hauling, LLC

2. The address of the registered office in Arizona is

c/o Suburban Sanitation Services, 2217 East 13th Street, Yuma, AZ 85365

located in the County of Yuma County

3. The name and address of the statutory agent is: (This may be either an individual resident of this State, a domestic corporation, a limited liability company or foreign corporation or limited liability company authorized to transact business in this state)

C T CORPORATION SYSTEM

3225 North Central Avenue

Phoenix, Maricopa County, Arizona 85012

4. The latest date, if any, on which the limited liability company must dissolve is

December 31, 2050

5. A. (Check appropriate Box.)

Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

o Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

Harris W. Hudson, Manager
110 S.E. 6th street, 20th Floor, Ft. Lauderdale, FL 33301
RS/WM Holding Company, Inc.
110 S.E. 6th Street, 20th Floor, Ft. Lauderdale, FL 33301

member o manager
o member manager
o member o manager
o member o manager

Signed: /s/ David A. Barclay
David A. Barclay, Vice President & Authorized Person

Date: 10/21/98

Signed: /s/ Harris W. Hudson
Harris W. Hudson, Manager

Date: 10/21/98

Phone (954) 769-2928
[optional]

FAX (954) 769-6527
[optional]

The person(s) executing this document need not be member(s) of the limited liability company at the time of formation or after formation has occurred.

I, C T CORPORATION SYSTEM, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

C T CORPORATION SYSTEM

By: /s/ Vickie M. Prince
(Signature of Statutory Agent)

Vickie M. Prince
Assistant Secretary

Filing Fee: \$50.00 (U.S.)
(Please make check payable to the Arizona Corporation Commission)



AZ CORPORATION COMMISSION FILED
MAR 09 2009
FILE NO. L-0855285-0

ARTICLES OF AMENDMENT
Pursuant to A.R.S. 29-633 (F)

1. The name of the limited liability company is:

Republic Services of Arizona Hauling, LLC.

2. Attached hereto as Exhibit A is the text of the amendment.

Dated this 5th day of March, 2009.

Signature: /s/ Jo Lynn White

Print Name: Jo Lynn White, VP and Secretary of Republic Services Holding Company, Inc., Sole Member

Check One: Member Manager

DO NOT PUBLISH THIS SECTION

The amendment must be executed by a manager if management of the limited liability company is vested in a manager or by a member if management is reserved to the members.

Arizona Corporation Commission
Corporations Division

EXHIBIT A
TEXT OF ARTICLES OF AMENDMENT
TO THE ARTICLES OF ORGANIZATION
OF
REPUBLIC SERVICES OF ARIZONA HAULING, LLC

FIRST: Article 2 of the Articles of Organization is hereby amended in its entirety to read as follows:

“2. The address of the registered office in Arizona is:

c/o C T Corporation System
2394 E. Camelback Road
Phoenix, AZ 85016”

SECOND: Article 4 of the Articles of Organization is hereby amended in its entirety to read as follows:

“4. The duration of the limited liability company is perpetual.”

THIRD: Article 5 of the Articles of Organization is hereby amended in its entirety to read as follows:

“5. Management of the limited liability company is reserved to the sole member. The name and address of the limited liability company’s sole member is:

Republic Services Holding Company, Inc.
18500 North Allied Way
Phoenix, Arizona 85054”

Arizona Corporation Commission
Corporations Division

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF REPUBLIC SERVICES OF ARIZONA HAULING, LLC**

This Amended and Restated Operating Agreement (the "Agreement") of **REPUBLIC SERVICES OF ARIZONA HAULING, LLC** (the "Company") is executed as of December 5, 2008, by **REPUBLIC SERVICES HOLDING COMPANY, INC.**, a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supersede and replace the Operating Agreement, dated October 22, 1998, in its entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is **REPUBLIC SERVICES OF ARIZONA HAULING, LLC**. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Arizona law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Arizona shall be c/o C T Corporation System, 2394 E. Camelback Road, Phoenix, AZ 85016. The registered office may be changed to any other place within the State of Arizona upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Statutory Agent for Service of Process. The name and address of the statutory agent for service of legal process on the Company in Arizona are C T Corporation System, 2394 E. Camelback Road, Phoenix, AZ 85016. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Company's Articles of Organization were filed October 22, 1998 with the Arizona Corporation Commission (the "Articles of Organization"). The Member shall file any amendments to the Articles of Organization deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms. Upon the approval of any amendments, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member has contributed to the Company the cash or other assets set forth on Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member, in its sole discretion shall periodically distribute the cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company;
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of termination have been filed with the Arizona Corporation Commission or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) **Liquidation and Distribution of Assets.** The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 **Articles of Termination.** When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Member shall execute and file articles of termination with the Arizona Corporation Commission.

SECTION 7. MISCELLANEOUS

7.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 **Governing Law.** The laws of the State of Arizona shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 **Glossary.** For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"**Act**" means the Arizona Limited Liability Company Act, Title 29, Chapter 4, of Arizona Revised Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

"**Agreement**" means this Operating Agreement, as amended from time to time.

"**Articles of Organization**" has the meaning given that term in [Section 1.7](#).

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party to this Agreement, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

REPUBLIC SERVICES HOLDING COMPANY, INC.,
a Delaware corporation,
its Sole Member

By: /s/ Donald W. Slager
Name: Donald W. Slager
Title: President

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Republic Services Holding Company, Inc. 18500 North Allied Way Phoenix, AZ 85054	\$1.00	100%

CERTIFICATE OF INCORPORATION
OF
REPUBLIC SERVICES OF CALIFORNIA HOLDING COMPANY, INC.

* * * * *

1. The name of the corporation is Republic Services of California Holding Company, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is:

Laura Vitalo
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.

8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 23rd day of February, 2000.

Laura Vitalo
Laura Vitalo
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC SERVICES OF CALIFORNIA HOLDING COMPANY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case maybe.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF FORMATION
OF
Republic Services of California II, LLC

1. The name of the limited liability company is Republic Services of California II, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Republic Services of California II, LLC this Seventh day of October, 1998.

/s/ David A. Barclay
David A. Barclay, Vice President
Authorized Person

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF CALIFORNIA II, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of REPUBLIC SERVICES OF CALIFORNIA II, LLC, a Delaware limited liability company (the “Company”), is made and entered into on July 20, 2001, by Republic Services of California Holding Company, Inc. (“RSCHC”). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation (“Certificate”) The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an “authorized person” (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSCHC is, and has been admitted as the sole member of the Company, and that RSCHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation § 1.704-1 (b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Second Amended and Restated Operating Agreement on July 20, 2001.

REPUBLIC SERVICES OF CALIFORNIA HOLDING
COMPANY, INC.

By: /s/ David A. Barclay
David A. Barclay
Title: Vice President & Secretary

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services of California Holding Company, Inc., a Delaware corporation

Initial
Capital
Contribution

\$1.00

Number
of Units

1

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only 031

199811909620 C
\$ 65.00
SECRETARY OF STATE
10-26-1998 11:37:15

MUST BE TYPED
FILING FEE: \$50.00
MUST SUBMIT TWO COPIES

**Please include a typed
self-addressed envelope**

ARTICLES OF ORGANIZATION

**FILED CUSTOMER COPY
VICTORIA BUCKLEY
COLORADO SECRETARY OF STATE**

I/We the undersigned natural person(s) of the age of eighteen years or more, acting as organizer(s) of a limited liability company under the Colorado Limited Liability Company Act, adopt the following Articles of Organization for such limited liability company:

FIRST: The name of the limited liability company is Republic Services of Colorado Hauling, LLC

SECOND: Principal place of business (if known): 110 S.E. 6th Street, 20th floor, Ft. Lauderdale, FL 33301

THIRD: The street address of the initial registered office of the limited liability company is:
1675 Broadway, Denver, Colorado 80202

The mailing address (if different from above) of the initial registered office of the limited liability company is:
110 S.E. 6th Street, 20th Floor, Ft. Lauderdale, FL 33301

The name of its proposed registered agent in Colorado at that address is: The Corporation Company

FOURTH: The management is vested in managers (check if appropriate)

FIFTH: The names and business addresses of the initial manager or managers or if the management is vested in the members, rather than managers, the names and addresses of the member of members are:

	NAME	ADDRESS (include zip codes)
Harris W. Hudson, Manager		110 S.E. 6th Street, 20th Floor, Ft. Lauderdale, FL 33301

SIXTH: The name and address of each organizer is:

	NAME	ADDRESS (include zip codes)
David A. Barclay, Vice President & Authorized Person		110 S.E. 6th Street, 20th Floor, Ft. Lauderdale, FL 33301

Signed _____

Signed /s/ David A. Barclay
Organizer
Organizer



Document processing fee

If document is filed on paper

\$125.00

If document is filed electronically

\$ 25.00

Fees & forms/cover sheets are subject to change.

To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.

Colorado Secretary of State

Date and Time: 02/06/2009 02:12 PM

ID Number: 19981190962

Document number: 20091081771

Amount Paid: \$25.00

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: 19981190962

1. Entity name: REPUBLIC SERVICES OF COLORADO HAULING, LLC
(If changing the name of the limited liability company, indicate name BEFORE the name change)

2. New Entity name: (if applicable) _____

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*
o "bank" or "trust" or any derivative thereof
o "credit union" o "savings and loan"
o "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the limited liability company's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

OR

If the limited liability company's period of duration as amended is perpetual, mark this box:

6. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

<u>White</u> <i>(Last)</i>	<u>Jo Lynn</u> <i>(First)</i>	<u></u> <i>(Middle)</i>	<u></u> <i>(Suffix)</i>
<u>18500 North Allied Way</u> <i>(Street name and number or Post Office Box information)</i>			
<u>Phoenix</u> <i>(City)</i>	<u>AZ</u> <i>(State)</i>	<u>85054</u> <i>(Postal/Zip Code)</i>	
<u></u> <i>(Province — if applicable)</i>	<u>United States</u> <i>(Country — if not US)</i>		

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box o and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

**ATTACHMENT TO
ARTICLES OF AMENDMENT OF
REPUBLIC SERVICES OF COLORADO HAULING, LLC
(ID # 19981190962)**

Paragraph Fourth and Paragraph Fifth of the Articles of Organization of Republic Services of Colorado Hauling, LLC is hereby amended in their entirety as follows:

Fourth: The management of the limited liability company is vested in the sole member rather than in managers.

Fifth: The management of the limited liability company is vested in the sole member rather than in managers. The name and address of the limited liability company's sole member is Republic Services Holding Company, Inc., 18500 North Allied Way, Phoenix, Arizona 85054.

**THIRD AMENDED AND RESTATED
OPERATING AGREEMENT
OF REPUBLIC SERVICES OF COLORADO HAULING, LLC**

This Amended and Restated Operating Agreement (the "Agreement") of **REPUBLIC SERVICES OF COLORADO HAULING, LLC** (the "Company") is executed as of December 5, 2008, by **REPUBLIC SERVICES HOLDING COMPANY, INC.**, a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supersede and replace the Company's Second Amended & Restated Operating Agreement, dated February 24, 2000, in its entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is **REPUBLIC SERVICES OF COLORADO HAULING, LLC**. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Colorado law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Colorado shall be 1675 Broadway, Denver, Colorado 80202. The registered office may be changed to any other place within the State of Colorado upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Colorado are The Corporation Company, 1675 Broadway, Denver, CO 80202. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Company's Articles of Organization were filed October 26, 1998 with the Colorado Secretary of State (the "Articles of Organization"). The Member shall file any amendments to the Articles of Organization deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms. Upon the approval of any amendments, by the Member in accordance with this Agreement, the Member or

a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member has contributed to the Company the cash or other assets set forth on Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member, in its sole discretion shall periodically distribute the cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The

President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company;
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 7-80-813 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Colorado Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Member shall execute and file a certificate of cancellation with the Colorado Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Colorado shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Colorado Limited Liability Company Act, as set forth in Colorado Revised Statutes, Title 7, Chapter 80, § 7-80-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time.

“Articles of Organization” has the meaning given that term in Section 1.7.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party to this Agreement, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

**REPUBLIC SERVICES HOLDING
COMPANY, INC.,**
a Delaware corporation,
its Sole Member

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: President

EXHIBIT A

Name and Address of Member

Republic Services Holding Company, Inc.
18500 North Allied Way
Phoenix, AZ 85054

Initial Capital
Contribution
\$1.00

Percentage
Interest
100%

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only 031

MUST BE TYPED
FILING FEE: \$50.00
MUST SUBMIT TWO COPIES

19981181619 C
\$ 65.00
SECRETARY OF STATE
10-08-1998 14.27.19

**Please include a typed
self-addressed envelope**

ARTICLES OF ORGANIZATION

FILED CUSTOMER COPY
VICTORIA BUCKLEY
COLORADO SECRETARY OF STATE

I/We the undersigned natural person(s) of the age of eighteen years or more, acting as organizer(s) of a limited liability company under the Colorado Limited Liability Company Act, adopt the following Articles of Organization for such limited liability company:

- FIRST: The name of the limited liability company is Republic Services of Colorado I, LLC
- SECOND: Principal place of business (if known): 1830 County Road 5, Erie, CO 80516
- THIRD: The street address of the initial registered office of the limited liability company is: 1675 Broadway, Denver, Colorado 80202
The mailing address (if different from above) of the initial registered office of the limited liability company is: 110 S.E. 6th Street, 20th Floor, Ft. Lauderdale, FL 33301
The name of its proposed registered agent in Colorado at that address is: The Corporation Company
- FOURTH: The management is vested in managers (check if appropriate)
- FIFTH: The names and business addresses of the initial manager or managers or if the management is vested in the members, rather than managers, the names and addresses of the member of members are:

	NAME	ADDRESS (include zip codes)
Harris W. Hudson, Manager		110 S.E. 6th Street, 20th Floor, Ft. Lauderdale, FL 33301

SIXTH: The name and address of each organizer is:

	NAME	ADDRESS (include zip codes)
David A. Barclay, Vice President & Authorized Person		110 S.E. 6th Street, 20th Floor, Ft. Lauderdale, FL 33301

Signed _____

Signed /s/ David A. Barclay _____
Organizer
Organizer



Document processing fee	
If document is filed on paper	\$125.00
If document is filed electronically	\$ 25.00

Fees & forms/cover sheets are subject to change.

To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.

Colorado Secretary of State
 Date and Time: 02/06/2009 02:16 PM
 ID Number: 19981181619

Document number: 20091081789
 Amount Paid: \$25.00

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: 19981181619

1. Entity name: REPUBLIC SERVICES OF COLORADO I, LLC
(If changing the name of the limited liability company, indicate name BEFORE the name change)

2. New Entity name: _____
 (if applicable)

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*
 o "bank" or "trust" or any derivative thereof
 o "credit union" o "savings and loan"
 o "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the limited liability company's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

OR

If the limited liability company's period of duration as amended is perpetual, mark this box:

6. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

<u>White</u> <i>(Last)</i>	<u>Jo Lyn</u> <i>(First)</i>	<u></u> <i>(Middle)</i>	<u></u> <i>(Suffix)</i>
<u>18500 North Allied Way</u> <i>(Street name and number or Post Office Box information)</i>			
<u>Phoenix</u> <i>(City)</i>	<u>AZ</u> <i>(State)</i>	<u>85054</u> <i>(Postal/Zip Code)</i>	<u>United States</u> <i>(Country — if not US)</i>
<u></u> <i>(Province — if applicable)</i>		<u></u> <i>(Country — if not US)</i>	

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box o and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

ATTACHMENT TO
ARTICLES OF AMENDMENT OF
REPUBLIC SERVICES OF COLORADO I, LLC
(ID # 19981181619)

Paragraph Fourth and Paragraph Fifth of the Articles of Organization of Republic Services of Colorado I, LLC is hereby amended in their entirety as follows:

Fourth: The management of the limited liability company is vested in the sole member rather than in managers.

Fifth: The management of the limited liability company is vested in the sole member rather than in managers. The name and address of the limited liability company's sole member is Republic Services Holding Company, Inc., 18500 North Allied Way, Phoenix, Arizona 85054.

**THIRD AMENDED AND RESTATED
OPERATING AGREEMENT
OF REPUBLIC SERVICES OF COLORADO I, LLC**

This Amended and Restated Operating Agreement (the "Agreement") of **REPUBLIC SERVICES OF COLORADO I, LLC** (the "Company") is executed as of December 5, 2008, by **REPUBLIC SERVICES HOLDING COMPANY, INC.**, a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supersede and replace the Company's Second Amended & Restated Operating Agreement, dated February 24, 2000, in its entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is **REPUBLIC SERVICES OF COLORADO I, LLC**. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Colorado law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Colorado shall be 1675 Broadway, Denver, Colorado 80202. The registered office may be changed to any other place within the State of Colorado upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Colorado are The Corporation Company, 1675 Broadway, Denver, CO 80202. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Company's Articles of Organization were filed October 8, 1998 with the Colorado Secretary of State (the "Articles of Organization"). The Member shall file any amendments to the Articles of Organization deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms. Upon the approval of any amendments, by the Member in accordance with this Agreement, the Member or

a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member has contributed to the Company the cash or other assets set forth on Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member, in its sole discretion shall periodically distribute the cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The

President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

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4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

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4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company;
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 7-80-813 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Colorado Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Member shall execute and file a certificate of cancellation with the Colorado Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

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7.5 Governing Law. The laws of the State of Colorado shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Colorado Limited Liability Company Act, as set forth in Colorado Revised Statutes, Title 7, Chapter 80, § 7-80-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time.

“Articles of Organization” has the meaning given that term in Section 1.7.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

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IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

**REPUBLIC SERVICES HOLDING
COMPANY, INC.,**
a Delaware corporation,
its Sole Member

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: President

EXHIBIT A

Name and Address of Member

Republic Services Holding Company, Inc.
18500 North Allied Way
Phoenix, AZ 85054

Initial Capital
Contribution
\$1.00

Percentage
Interest
100%

**CERTIFICATE OF INCORPORATION
OF
REPUBLIC SERVICES OF FLORIDA GP, INC.**

* * * * *

1. The name of the corporation is Republic Services of Florida GP, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the Corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is:

Laura J. Vitalo
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 16th day of November, 1999.

/s/ Laura J. Vitalo

Laura J. Vitalo,
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC SERVICES OF FLORIDA GP, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
REPUBLIC SERVICES OF FLORIDA LP, INC.

* * * * *

1. The name of the corporation is Republic Services of Florida LP, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is:

Laura Vitalo
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 16th day of November, 1999.

/s/ Laura Vitalo

Laura Vitalo,
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC SERVICES OF FLORIDA LP, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article III, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article III. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article III.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

**REPUBLIC SERVICES OF FLORIDA,
LIMITED PARTNERSHIP**

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

- I. The name of the limited partnership is **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP**
- II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.
- III. The name and mailing address of each general partner is as follows:

Name	Mailing Address
Republic Services of Florida GP, Inc.	110 S.E. 6 th St., 28 th Floor Ft. Lauderdale, FL 33301

IN WITNESS WHEREOF, the undersigned have executed the Certificate of Limited Partnership of Republic Services of Florida, Limited Partnership, as of December 2, 1999.

GENERAL PARTNER.

REPUBLIC SERVICES OF FLORIDA GP, INC., General Partner

By: /s/ David A. Barclay
David A. Barclay, Vice President and Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:48 PM 01/09/2009
FILED 01:28 PM 01/09/2009
SRV 090020411 — 3136069 FILE

**STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP**

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is _____

Republic Services of Florida, Limited Partnership

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of each general partner is as follows:

Name: Republic Services of Florida GP, Inc., 18500 North Allied Way, Phoenix, AZ 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 7th day of January, A.D. 2009.

Republic Services of Florida GP, Inc.

By: /s/ Jo Lynn White
General Partner(s)

Name: Jo Lynn White, Secretary
Print or Type

**AGREEMENT
OF
LIMITED PARTNERSHIP
OF
REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP**

THIS AGREEMENT OF LIMITED PARTNERSHIP of **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP** is made as of this 2nd day of December, 1999, by and among **REPUBLIC SERVICES OF FLORIDA GP, INC.**, a Delaware corporation (the "General Partner"), **REPUBLIC SERVICES OF FLORIDA LP, INC.**, a Delaware corporation (the "Initial Limited Partner"), and the Persons who become limited partners of the Partnership in accordance with the provisions hereof and whose names are set forth as Limited Partners on Schedule A attached hereto.

WITNESSETH:

WHEREAS, the General Partner has heretofore formed the Partnership by filing a Certificate of Limited Partnership with the office of the Secretary of State of the State of Delaware on December 2, 1999; and

WHEREAS, the parties hereto desire to provide for the governance of the Partnership and to set forth in detail their respective rights and duties relating to the Partnership.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I
DEFINED TERMS**

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"Act" means the Delaware Revised Uniform Limited Partnership Act, 6 Del.C. Section 17-101. et seq., as amended from time to time.

"Additional Units" has the meaning set forth in Section 4.03(a) hereof.

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting

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securities, by contract or otherwise.

“Agreement” means this Agreement of Limited Partnership of the Partnership, as amended, modified, supplemented or restated from time to time.

“Bankruptcy” means, with respect to any Partner, (i) the filing by a Partner of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code (or corresponding provisions of future laws) or any other federal or state insolvency law, or the filing by a Partner of an answer consenting to or acquiescing in any such petition, (ii) the making by a Partner of any assignment for the benefit of its creditors or the admission by a Partner in writing of its inability to pay its debts as they mature, (iii) the filing of an involuntary petition under Title 11 of the United States Code (or corresponding provisions of future laws), an application for the appointment of a receiver for the assets of a Partner, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other federal or state insolvency law, provided that the same shall not have been vacated, set aside or stayed within a sixty (60) day period after the occurrence of such event, or (iv) the entry against it of a final and nonappealable order for relief under any bankruptcy, insolvency or similar law now or hereafter in effect.

“Capital Account” means, with respect to any Partner, the account maintained for such Partner in accordance with the provisions of Section 4.05 hereof.

“Capital Contribution” means, with respect to any Partner, the aggregate amount of money contributed to the Partnership by such Partner pursuant to Sections 4.01, 4.02, 4.03 and 4.04 hereof.

“Certificate of Limited Partnership” means the Certificate of Limited Partnership and any and all amendments thereto and restatements thereof filed on behalf of the Partnership with the office of the Secretary of State of the State of Delaware.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Agreement, as such specific section or such corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

“Covered Person” has the meaning set forth in Section 12.01(a) hereof.

“Disabling Conduct” shall mean conduct that constitutes fraud, willful misconduct, bad faith or gross negligence.

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“General Partner” means Republic Services of Florida GP, Inc., a Delaware corporation, and includes any Person who becomes an additional or successor general partner of the Partnership pursuant to the provisions of this Agreement.

“Indemnified Person” has the meaning set forth in Section 12.02(a) hereof.

“Initial Limited Partner” means Republic Services of Florida LP, Inc., a Delaware corporation, in its capacity as a limited partner of the Partnership.

“Liquidating Trustee” means the General Partner, or if there is no General Partner, a Person or Persons who may be approved by a Majority Vote.

“Limited Partner” means any Person named as a limited partner of the Partnership on Schedule A attached hereto and includes any Person admitted as an additional limited partner of the Partnership or a substituted limited partner of the Partnership pursuant to the provisions of this Agreement, and “Limited Partners” means two (2) or more of such Persons when acting in their capacities as limited partners of the Partnership.

“Majority Vote” means the written approval of, or the affirmative vote by, the holders of a majority of the Outstanding Units.

“Net Cash Flow” means, for each fiscal year or other period of the Partnership, the gross cash receipts of the Partnership from all sources, but excluding all Capital Contributions and any amounts that are held by the Partnership as a collection agent or in trust for others or that are otherwise not unconditionally available to the Partnership, less all amounts paid by or for the account of the Partnership during the same fiscal year or period (including, without limitation, payments of principal and interest on any Partnership indebtedness), and less any amounts determined by the General Partner to be necessary to provide a reasonable reserve for working-capital needs or to provide funds for any other contingencies of the Partnership. Net Cash Flow shall be determined in accordance with generally accepted accounting principles.

“Outstanding Units” means the number of Units shown on the books and records of the Partnership to be outstanding other than Units held by the Partnership; provided, however, that for purposes of a written approval or affirmative vote required to take any action hereunder, the number of Outstanding Units shall not include Units held by an assignee who has not been admitted as a Limited Partner pursuant to the terms of this Agreement.

“Partner” means any General Partner or Limited Partner, and “Partners” means two (2) or more such Persons.

“Partnership” means Republic Services of Florida, Limited Partnership, a Delaware limited partnership, the limited partnership heretofore formed and continued under and

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pursuant to the Act and this Agreement.

“Person” includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or other period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss).

“Record Date” means the date established by the General Partner as the record date for purposes of any entitlement hereunder.

“Record Holder” means the Limited Partner or assignee in whose name a Unit is registered on the books and records of the Partnership and, as applied to the General Partner’s interest in the Partnership, the owner thereof, in each case as of the close of business on any Record Date.

“Substituted Limited Partner” means a Person who is admitted to the Partnership as a Limited Partner pursuant to this Agreement in place of a Limited Partner or an assignee, and who is named as a Limited Partner on Schedule A attached hereto.

“Successor” means any Person who becomes (i) an assignee of a General Partner’s interest in the Partnership, or part thereof (whether or not such assignee becomes an additional or successor General Partner pursuant to this Agreement), (ii) an assignee of a Limited Partner’s interest in the Partnership, or part thereof (whether or not such assignee becomes a Limited Partner pursuant to this Agreement), or (iii) an assignee of a Successor.

“Tax Matters Partner” has the meaning set forth in Section 10.06(a) hereof.

“Term” has the meaning set forth in Section 2.08 hereof.

“Treasury Regulations” means the income-tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unit” means an interest of a Limited Partner or an assignee in the Partnership representing such fractional part of the interests of all Limited Partners or assignees pursuant to this Agreement as is equal to the quotient of one divided by the number of Outstanding Units.

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ARTICLE II
CONTINUATION AND PURPOSES

Section 2.01. Continuation. The parties hereto hereby continue the Partnership as a limited partnership under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Partners shall be as provided in the Act, except as otherwise provided herein.

Section 2.02. Name. The name of the Partnership heretofore formed and continued hereby is "Republic Services of Florida, Limited Partnership", unless and until the name of the Partnership is changed by the General Partner, in its sole discretion, and an appropriate amendment to the Certificate of Limited Partnership is filed as required by the Act. The Partnership's businesses may be conducted under the name of the Partnership or any other name or names deemed advisable by the General Partner, including the name of the General Partner or any Affiliate thereof. The words "Limited Partnership," "L.P." or similar words or letters shall be included in the Partnership's name where necessary for the purposes of complying with the laws of any jurisdiction that so requires.

Section 2.03. Principal Place of Business. The principal place of business of the Partnership shall be located at 751 N.W. 31st Avenue, Ft. Lauderdale, FL 33311. The General Partner may hereafter change the principal place of business of the Partnership to such other place or places as the General Partner may determine from time to time in its sole discretion. The General Partner shall give notice of any such change to the Limited Partners. The Partnership may maintain such other offices at such other places as the General Partner deems advisable.

Section 2.04. Registered Office. The address of the registered office of the Partnership in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801.

Section 2.05. Registered Agent. The Partnership's registered agent for service of process on the Partnership in the State of Delaware is the Corporation Trust Company.

Section 2.06. Purposes. The purpose and business of the Partnership shall be any businesses which may lawfully be conducted by a limited partnership formed pursuant to the Act, including primarily, but without limitation, integrated solid waste services; the carrying on of any business relating thereto or arising therefrom; and anything incidental or necessary to the foregoing.

Section 2.07. Powers. The Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes and business described herein and for the protection and benefit of the

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Partnership, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Partnership by the General Partner pursuant to Article VIII hereof. The Partnership, and the General Partner on behalf of the Partnership, may enter into and perform any contracts necessary to carry out the business of the Partnership without any further act, vote or approval of any Partner notwithstanding any other provision of this Agreement, the Act or other applicable law, rule or regulation. The General Partner is hereby authorized to enter into the agreements described in the preceding sentence on behalf of the Partnership, but such authorization shall not be deemed a restriction on the power of the General Partner to enter into other agreements on behalf of the Partnership.

Section 2.08. Term. The term of the Partnership (the "Term") commenced on the date the Certificate of Limited Partnership was filed in the office of the Secretary of State of the State of Delaware and shall continue until the 2nd day of December 2020 unless dissolved before such date in accordance with the provisions of this Agreement or extended beyond December 2, 2020 pursuant to a majority Vote and the consent of the General Partner.

ARTICLE III

NAMES AND ADDRESSES OF PARTNERS

Section 3.01. General Partner. The name and mailing address of the General Partner are set forth on Schedule A attached hereto and made a part hereof.

Section 3.02. Limited Partners. The names and addresses of the Limited Partners are set forth on Schedule A attached hereto and made a part hereof. A Person shall be deemed admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner on Schedule A attached hereto. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

ARTICLE IV

CAPITAL CONTRIBUTIONS, SALE OF UNITS, AND CAPITAL ACCOUNTS

Section 4.01. General Partner Initial Capital Contributions. The General Partner has contributed in cash to the capital of the Partnership the amount set forth opposite the General Partner's name on Schedule A attached hereto. Such amount constitutes the agreed value of the contribution made by the General Partner.

Section 4.02. Limited Partner Initial Capital Contributions. Each Limited Partner has contributed in cash to the capital of the Partnership the amount set forth opposite the Limited

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Partner's name on Schedule A attached hereto. Such amount constitutes the agreed value of the contribution made by each Limited Partner.

Section 4.03. Sale of Additional Limited Partner Interests.

(a) The General Partner and the Partnership are hereby authorized to raise additional Partnership capital by offering and selling, or causing to be offered and sold, additional limited partner interests in the Partnership (the "Additional Units") in such amounts and on such terms as the General Partner in its sole discretion may determine. Each Person who subscribes for any of the Additional Units shall be admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner on Schedule A attached hereto. Each such Person shall pay in cash to the Partnership, as its Capital Contribution, the purchase price for such Additional Units upon its subscription therefor.

(b) The General Partner, in its individual capacity, may purchase for cash such number of Additional Units as the General Partner, in its sole discretion, may desire to purchase. Each Additional Unit held by the General Partner shall represent an interest in the Partnership as a Limited Partner that shall include all rights and obligations of a Limited Partner. As the holder of Units the General Partner shall be admitted to the Partnership as a limited partner of the Partnership.

Section 4.04. Additional Capital Contributions.

(a) If the General Partner determines, in its sole discretion, that the Partnership requires additional capital contributions from the Partners, then written notice thereof shall promptly be given to all Partners. Upon the date specified in such notice, which date shall not be less than fifteen (15) days after the date such notice is delivered or mailed, as the case may be, in accordance with Section 16.01 hereof, the Partners shall contribute to the Partnership in cash their pro rata share, based on their respective Capital Contributions, of the total amount of additional capital required by the Partnership.

(b) No Limited Partner shall be required to make any contribution to the capital of the Partnership other than the Capital Contribution required to be made by such Limited Partner pursuant to Sections 4.02, 4.03 or 4.04(a) hereof.

Section 4.05. Capital Accounts.

(a) An individual Capital Account shall be established and maintained for each Partner and each Successor who hereafter owns an interest in the Partnership. The original Capital Account established for any Successor shall be in the same amount as, and shall replace, the Capital Account of the Person whom such Successor succeeds, and, for purposes of this Agreement, such Successor shall be deemed to have made the Capital

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Contribution of the Person whom such Successor succeeds. To the extent a Successor acquires less than the entire interest in the Partnership of the Person it succeeds, the original Capital Account of such Successor and its Capital Contribution shall be in proportion to the interest it acquires, and the Capital Account of the Person who retains a partial interest in the Partnership, and the amount of its Capital Contribution, shall be reduced in proportion to the interest it retains.

(b) A separate Capital Account shall be established for each Partner on the books of the Partnership on the date on which such Partner makes its Initial Capital Contribution, as provided in Sections 4.01 and 4.02 hereof. The foregoing provisions and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations and shall be interpreted and applied in a manner consistent with the Treasury Regulations.

Section 4.06. Status of Capital Contributions.

(a) Except as otherwise provided in this Agreement, the amount of a Partner's or a Successor's Capital Contribution may be returned to it, in whole or in part, at any time, but only upon (i) the consent of the General Partner (which consent the General Partner may withhold in its sole discretion), and (ii) the approval of a majority in interest in the capital of the Partnership among all Partners. Any such return of Capital Contribution shall be pro rata to all Partners and Successors in accordance with their then proportionate interests in Partnership capital. Notwithstanding the foregoing, no return of a Partner's or a Successor's Capital Contribution shall be made hereunder if such distribution would not comply with the requirements of Section 17-607 of the Act or other applicable law. Under circumstances requiring a return of any Capital Contribution, no Partner or Successor shall have the right to demand or receive property other than cash except as may be specifically provided in this Agreement.

(b) No Partner or Successor shall receive any interest, salary, or drawing with respect to its Capital Contribution or its Capital Account or for services rendered on behalf of the Partnership or otherwise in its capacity as a Partner or Successor, except as otherwise specifically provided in this Agreement.

(c) Except as provided in the Act or in this Agreement, no Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as provided in the Act or in this Agreement, a Limited Partner shall be liable only to make its Capital Contribution pursuant to Sections 4.02, 4.03 and 4.04(a) hereof and shall not be required to lend any funds to the Partnership and, after its Capital Contribution has been paid pursuant to Sections 4.02, 4.03 and 4.04(a) hereof, to make any additional Capital Contribution to the Partnership. No General Partner shall have any personal liability for the repayment of any Capital Contribution of any Limited Partner.

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Section 4.07. Advances. If any Partner or Successor shall advance any funds to the Partnership in excess of its Capital Contribution, the amount of such advance shall neither increase its Capital Account nor entitle it to any increase in its share of the distributions of the Partnership. The amount of any such advance shall be a debt obligation of the Partnership to such Partner or Successor and shall be repaid to it by the Partnership with such interest and upon such other terms and conditions as shall be mutually determined by such Partner or Successor and the General Partner. Any such advance shall be payable and collectible only out of the Partnership assets, and the Partners shall not be personally obligated to repay any part thereof. No Person who makes any nonrecourse loan to the Partnership shall have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital, or property of the Partnership, other than as a secured creditor.

**ARTICLE V
ALLOCATIONS**

Section 5.01. Profits. Profits for any fiscal year shall be allocated to the Partners in proportion to the Partnership Interests in effect at the end of the fiscal year.

Section 5.02. Losses. Losses for any fiscal year shall be allocated to the Partners in proportion to the Partnership Interests in effect at the end of the fiscal year.

**ARTICLE VI
DISTRIBUTIONS**

Section 6.01. Net Cash Flow. Except as otherwise provided in Article XIII hereof (relating to the dissolution of the Partnership), any distribution of the Net Cash Flow of the Partnership during any fiscal year of the Partnership shall be made to the Partners in shares proportionate to their respective Capital Contributions.

Section 6.02. Distribution Rules.

(a) All distributions pursuant to Section 6.01 hereof shall be at such times and in such amounts as shall be determined by the General Partner, in its sole discretion.

(b) Any distributions made by the Partnership pursuant to Section 6.01 hereof shall be made only in cash.

Section 6.03. Restricted Distributions. Notwithstanding any provision to contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the

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Partnership, shall not make a distribution to any Partner on account of its interest in the Partnership if such distribution would violate Section 17-607 of the Act or other applicable law.

ARTICLE VII

REIMBURSEMENT OF EXPENSES TO GENERAL PARTNER

Section 7.01. Partnership Expenses. The Partnership shall reimburse the General Partner for all ordinary and reasonably necessary out-of-pocket expenses incurred by the General Partner on behalf of the Partnership.

ARTICLE VIII

MANAGEMENT

Section 8.01. Management and Control of the Partnership. The General Partner shall have full, exclusive and complete discretion to manage and control the businesses and affairs of the Partnership, to make all decisions affecting the businesses and affairs of the Partnership and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Partnership as set forth herein. No Limited Partner or assignee, as such, shall have any authority, right or power to bind the Partnership or to manage or control, or to participate in the management or control of, the businesses and affairs of the Partnership in any manner whatsoever.

Section 8.02. Powers of General Partner. Except as otherwise expressly provided herein, the General Partner (acting on behalf of the Partnership), shall have the right, power and authority, in the management of the businesses and affairs of the Partnership, to do or cause to be done any and all acts, at the expense of the Partnership, as the case may be, deemed by the General Partner to be necessary or appropriate to effectuate the businesses, purposes and objectives of the Partnership. The power and authority of the General Partner shall include, without limitation, the power and authority:

(1) To acquire, own, lease, sublease, manage, finance, hold, deal in, request, re-zoning of, control or dispose of any interest or rights in personal property or real property;

(2) To negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Partnership;

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(3) To pay, collect, compromise, litigate, arbitrate, or otherwise adjust or settle any and all other claims or demands of or against the Partnership or to hold such proceeds against the payment of contingent liabilities;

(4) To borrow money or to obtain credit in such amounts, at such rate of interest and upon such other terms and conditions as the General Partner deems appropriate, recourse or nonrecourse, from banks, other lending institutions or any other Person, including the Partners, and pursuant to indentures, loan agreements or any other type of instrument, for any purpose of the Partnership and to secure payment of the principal of any such indebtedness and the interest thereon by mortgage, pledge, conveyance or assignment in trust of or grant security interest in the whole or any part of any or all of the property and assets of the Partnership;

(5) To make, execute, assign, acknowledge and file on behalf of the Partnership any and all documents or instruments of any kind which the General Partner may deem necessary or appropriate in carrying out the purposes and business of the Partnership; and any Person dealing with the General Partner shall not be required to determine or inquire into its authority or power to bind the Partnership or to execute, acknowledge or deliver any and all documents in connection therewith;

(6) To assume obligations, enter into contracts, including contracts of guaranty or suretyship, incur liabilities, lend money and otherwise use the credit of the Partnership, and to secure any and all obligations, contracts or liabilities of the Partnership by mortgage, pledge or other encumbrance of all or any part of the property and income of the Partnership;

(7) To invest funds of the Partnership;

(8) To employ and engage suitable agents, employees, advisors, consultants and counsel (including any custodian, investment advisor, accountant, attorney, corporate fiduciary, bank or other reputable financial institution, or any other agents, employees or Persons who may serve in such capacity for the General Partner or any Affiliate of the General Partner) to carry out any activities that the General Partner is authorized or required to carry out under this Agreement (subject to the supervision and control of the General Partner), including, without limitation, a Person who may be engaged to undertake some or all of the general management, property management, financial accounting and recordkeeping or other duties of the General Partner and to indemnify such Persons against liabilities incurred by them in acting in such capacity as on behalf of the Partnership;

(9) To employ and retain Persons as may be necessary or appropriate for the conduct of the Partnership's businesses (subject to the supervision and control of the General Partner), including employees and agents who may be designated as officers with titles including but not limited to "chairman," "president," "vice president,"

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“treasurer,” “secretary,” “general manager,” “director” and “chief financial officer,” as and to the extent authorized by the General Partner;

(10) To register, qualify, list or report, or cause to be registered, qualified, listed or reported, this Agreement, the Units issued in connection herewith or the Partnership pursuant to the Securities Act of 1933, the Exchange Act, any other securities laws of the United States, the securities laws of any State of the United States, the laws of any other jurisdiction, the laws of any securities exchange or pursuant to an automated quotation system of a registered securities association as the General Partner deems appropriate;

(11) To qualify the Partnership to do business in any state, territory, dependency or foreign country;

(12) To sell or dispose of all or a portion of the Partnership’s assets and/or businesses for the benefit of the Partners at the times and on terms determined by the General Partner, in its sole discretion;

(13) To form or cause to be formed, and to own the stock of, one or more corporations, and to form or cause to be formed and to participate in partnerships, joint ventures, limited liability companies, trusts and other entities; and

(14) To possess and exercise any additional rights and powers of a General Partner under the partnership laws of the State of Delaware, including, without limitation, the Act and the Delaware Uniform Partnership Law (and any other applicable laws, to the extent not expressly prohibited by this Agreement).

The expression of any power or authority of the General Partner in this Agreement shall not in any way limit or exclude any other power or authority which is not specifically or expressly set forth in this Agreement. Notwithstanding any of the foregoing, the Partnership shall be operated in such a manner as the General Partner deems reasonable and necessary or appropriate to preserve the limited liability of the Limited Partners.

Section 8.03. Outside Businesses. Any Partner, or Affiliate thereof, may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the businesses of the Partnership, and neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the businesses of the Partnership, shall not be deemed wrongful or improper. No Partner or Affiliate thereof shall be obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership, and any Partner or Affiliate shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

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Section 8.04. Relationships with Affiliates. The Partnership may enter into any agreement or contract with the General Partner, any Person who is an Affiliate of the General Partner, any Limited Partner, any Affiliate of a Limited Partner, or any agent of the General Partner or the Partnership without the prior approval of any other Partners, provided that any such agreement or contract shall contain substantially such terms and conditions as would be contained in a similar agreement or contract entered into by the Partnership as the result of arm's-length negotiations from a comparable unaffiliated disinterested third party.

Section 8.05. Title to Assets of the Partnership. Title to assets of the Partnership, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such assets of the Partnership or any portion thereof. Title to any or all of the assets of the Partnership may be held in the name of the Partnership, the General Partner or in the name of one or more nominees, as the General Partner may determine. The General Partner declares and warrants that any assets of the Partnership for which legal title is held in the name of the General Partner shall be held in trust by the General Partner for the use and benefit of the Partnership in accordance with the terms and provisions of this Agreement. All assets of the Partnership shall be recorded as the property of the Partnership on its books and records, irrespective of the name in which legal title to such assets of the Partnership is held.

Section 8.06. Purchase or Sale of Units. The General Partner may, on behalf of and for the account of the Partnership, purchase or otherwise acquire Units and, following any such purchase or acquisition, may sell or otherwise dispose of any such Units in accordance with applicable law.

Section 8.07. Resolution of Conflicts of Interest.

(a) Unless otherwise expressly provided herein, (i) whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, or a Limited Partner on the other hand, or (ii) whenever this Agreement or any other agreement contemplated herein or therein provides that the General Partner shall act in a manner which is, or provides terms which are, fair and reasonable to the Partnership, or any Limited Partner, the General Partner shall resolve such conflict of interest, taking such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the General Partner, the resolution, action or terms so made, taken or provided by the General Partner shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of the General Partner at law or in equity or otherwise.

(b) Whenever in this Agreement the General Partner is permitted or

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required to make a decision (i) in its “sole discretion” or “discretion” or under a grant of similar authority or latitude, the General Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership or the Limited Partners, or (ii) in its “good faith” or under another expressed standard, the General Partner shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein or by relevant provisions of law or in equity or otherwise.

Section 8.08. Merger. The Partnership may merge with, or consolidate into, another business entity (as defined in Section 17-211 (a) of the Act) upon the approval by the General Partner and a Majority Vote of the Limited Partners. In accordance with Section 17-211 of the Act (including Section 17-211(g) of the Act), notwithstanding anything to the contrary contained in this Agreement, an agreement of merger or consolidation approved by the General Partner and a Majority Vote of the Limited Partners, may (A) effect any amendment to this Agreement, or (B) effect the adoption of a new partnership agreement for the Partnership if it is the surviving or resulting limited partnership of the merger or consolidation. Any amendment to this Agreement or adoption of a new partnership agreement made pursuant to the foregoing sentence shall be effective at the effective time or date of the merger or consolidation. For purposes of any vote required by the Limited Partners in connection with any merger or consolidation, the Limited Partners shall be treated for purposes of voting as a single class of limited partners. The provisions of Section 8.08 hereof shall not be construed to limit the accomplishment of a merger or of any of the matters referred to herein by any other means otherwise permitted by law.

ARTICLE IX LIMITED PARTNERS

Section 9.01. Liability of Limited Partners. Except as otherwise expressly required by law, a Limited Partner, in its capacity as such, shall have no liability in excess of (i) the amount of its Capital Contribution, (ii) its share of any undistributed profits and assets of the Partnership, (iii) its obligation to make other payments expressly provided for in this Agreement, and (iv) the amount of any distributions wrongfully distributed to it. It is the intent of the parties hereto that no distribution to any Limited Partner shall be deemed a return of any money or other property in violation of the Act. The payment of any such money or distribution of any such property to a Limited Partner shall be deemed to be a compromise within the meaning of Section 17-502(b) of the Act, and the Limited Partner receiving any such money or property shall not be required to return any such money or property to any Person, the Partnership or any creditor of the Partnership. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Limited Partner is obligated to return such money or property, such obligation shall be the obligation of such Limited Partner and not of the General Partner.

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Section 9.02. No Management by Limited Partners. No Limited Partner, in its capacity as such, shall take part in the day-to-day management, operation or control of the business and affairs at the Partnership. The Limited Partner shall not have any right, power, or authority to transact any business in the name of the Partnership or to act for or on behalf of or to bind the Partnership. A Limited Partner shall have no rights other than those specifically provided herein or granted by law.

Section 9.03. Employees, Agents or Officers of the Partnership or a General Partner. A Limited Partner, or an employee, agent, director or officer of a Limited Partner, may also be an employee, agent, director or officer of the Partnership or a General Partner. The existence of these relationships and acting in such capacities will not result in a Limited Partner being deemed to be participating in the control of the business of the Partnership or otherwise affect the liability of the Limited Partner or the Person so acting.

ARTICLE X

BOOKS, RECORDS, AND FINANCIAL STATEMENTS

Section 10.01. Records and Access to Records. At all times during the continuation of the Partnership, the General Partner shall keep or cause to be kept full and true books of account maintained in accordance which generally accepted accounting principles consistently applied in which shall be entered fully and accurately each transaction of the Partnership. Such books of account, together with a copy of this Agreement and of the Certificate of Limited Partnership, shall at all times be maintained at the principal place of business of the Partnership and shall be open to inspection and examination at reasonable times by all Partners and their duly authorized representatives for any purpose reasonably related to such Partner's interest as a partner in the Partnership. The books of account and the records of the Partnership shall be examined by and reported upon as of the end of each fiscal year of the Partnership by a firm of independent certified public accountants of national reputation selected by the General Partner.

Section 10.02. Confidentiality Provisions and Limitations on Access. Notwithstanding any other provision of this Agreement, the General Partner may, to the maximum extent permitted by applicable law, keep confidential from the Limited Partners any information the disclosure of which the General Partner reasonably believes is not in the best interest of the Partnership or is adverse to the interests of the Partnership or which the Partnership or the General Partner is required by law or by an agreement with any Person to keep confidential.

Section 10.03. Reports to Partners.

(a) The General Partner shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Partnership and the following documents that

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shall be transmitted to each Partner at the times hereinafter set forth:

(1) Within three (3) months after the close of each fiscal year of the Partnership, the following financial statements, examined by and certified to by the independent certified public accountants referred to in Section 10.01 hereof:

- (i) Balance sheet of the Partnership as of the beginning and close of such year;
- (ii) Statement of Partnership Profits and Losses for such year; and
- (iii) Statement of such Partner's Capital Account as of the close of such year, and changes therein during such year.

(2) Within three (3) months after the close of each fiscal year of the Partnership, the following documents:

- (i) A statement indicating such Partner's share of each item of Partnership income, gain, loss, deduction, or credit for such year for income-tax purposes; and
- (ii) A copy of each income-tax return, federal or state, filed by the Partnership for such year.

(b) All information contained in any statement or other document distributed to any Partner pursuant to Section 10.03 hereof shall be deemed accurate, binding, and conclusive with respect to such Partner unless written disapproval is made thereto by such Partner to the Partnership within twenty (20) days after the receipt of such statement or other document by such Partner.

Section 10.04. Bank or Brokerage Accounts. All funds of the Partnership shall be deposited in the Partnership name in such bank or brokerage account or accounts as shall be designated by the General Partner. Withdrawals from any such bank or brokerage account or accounts shall be made upon such signature or signatures as the General Partner may designate.

Section 10.05. Right to Make Section 754 Election. The General Partner may, in its sole discretion, make or revoke, on behalf of the Partnership, an election in accordance with Section 754 of the Code, so as to adjust the basis of Partnership property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a transfer of a Partnership interest within the meaning of Section 743 of the Code. Each of the Partners shall, upon request of the General Partner, supply the information necessary to give effect to such an election.

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Section 10.06. Tax Matters Partner.

(a) The General Partner is hereby designated as the "Tax Matters Partner" of the Partnership within the meaning of Section 6231(a)(7) of the Code and shall have the power to manage and control, on behalf of the Partnership, any administrative proceeding at the Partnership level with the Internal Revenue Service relating to the determination of any item of Partnership income, gain, loss, deduction, or credit for federal income-tax purposes.

(b) The Tax Matters Partner shall comply with all statutory provisions of the Code applicable to a "tax matters partner" and shall, without limitation, within thirty (30) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Partnership level relating to the determination of any Partnership item of income, gain, loss, deduction, or credit, mail a copy of such notice to each Partner.

ARTICLE XI

ASSIGNABILITY; ADMISSION AND WITHDRAWAL OF PARTNERS

Section 11.01. Assignability of a General Partner's Interest in the Partnership. A General Partner may not sell, transfer, assign, pledge, encumber, mortgage, or otherwise hypothecate (hereinafter in this Article XI hereof collectively referred to as "assign" or "assignment") the whole or any part of its interest as a General Partner in the Partnership without the prior Majority Vote of the Limited Partners. An assignee of all or part of the interest of a General Partner in the Partnership shall be admitted to the Partnership as a general partner of the Partnership only if a Majority Vote of the Limited Partners approves in writing the admission of such assignee as an additional or successor General Partner. If such vote is obtained, the admission shall be effective upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that such Person has been admitted to the Partnership as a general partner of the Partnership, and shall occur, and for all purposes shall be deemed to have occurred, immediately prior to the time the assignor ceases to be a general partner of the Partnership. Upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that a General Partner is no longer a general partner of the Partnership, such General Partner shall at that time cease to be a general partner of the Partnership.

Section 11.02. Assignability of a Limited Partner's Interest in the Partnership. No Limited Partner may assign the whole or any part of its interest in the Partnership without the prior written consent of the General Partner, which consent shall not be unreasonably withheld (taking into account the best interests of the Partnership). If the prior written consent of the General Partner is obtained for any such assignment, such assignment shall, nevertheless, not entitle the assignee to become a Substituted Limited Partner or to be entitled to exercise or

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receive any of the rights, powers or benefits of a Limited Partner other than the right to receive distributions to which the assigning Limited Partner would be entitled, unless the assigning Limited Partner designates, in a written instrument delivered to the General Partner, its assignee to become a Substituted Limited Partner and the General Partner, in its sole discretion, consents to the admission of such assignee as a Limited Partner; and provided further, that such assignee shall not become a Substituted Limited Partner without having first executed an instrument reasonably satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement, including a counterpart signature page to this Agreement, and without having paid to the Partnership a fee sufficient to cover all reasonable expenses of the Partnership in connection with its admission as a Substituted Limited Partner.

Section 11.03. Recognition of Assignment by Partnership. No assignment, or any part thereof, that is in violation of Article XI hereof shall be valid or effective, and neither the Partnership nor the General Partner shall recognize the same for the purpose of making distributions of Partnership Net Cash Flow pursuant to Section 6.01 hereof with respect to such Partnership interest, or part thereof. Neither the Partnership nor the General Partner shall incur any liability as a result of refusing to make any such distributions to the transferee of any such invalid assignment.

Section 11.04. Effective Date of Assignment. Any valid assignment of a Limited Partner's interest in the Partnership, or part thereof, pursuant to the foregoing provisions of Section 11.02 hereof shall be effective as of the close of business on the last day of the calendar month in which the General Partner gives its written consent to such assignment (or the last day of the calendar month in which such assignment occurs, if later). The Partnership shall, from the effective date of such assignment, thereafter pay all further distributions of Net Cash Flow, on account of the Partnership interest (or part thereof) so assigned, to the assignee of such interest, or part thereof. As between any Partner and its assignee, Profits and Losses for the fiscal year of the Partnership in which such assignment occurs shall be apportioned for federal income-tax purposes in accordance with any manner permitted under Section 706(d) of the Code as such Partner and its assignee may agree to.

Section 11.05. Death, Incompetency, Bankruptcy, or Dissolution of a Limited Partner. The death, incompetency, Bankruptcy, dissolution or other cessation to exist as a legal entity of a Limited Partner shall not, in and of itself, dissolve the Partnership. In any such event, the legal representative or successor of such Limited Partner may exercise all of the rights of such Limited Partner for the purpose of settling its estate or administering its property, subject to the terms and conditions of this Agreement, including any power of an assignee to become a Limited Partner.

Section 11.06. Withdrawal from the Partnership. Except as provided in this Agreement, a General Partner or a Limited Partner may not withdraw as a general partner of the Partnership or as a limited partner of the Partnership, as the case may be.

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Section 11.07. Removal of General Partner. A General Partner may be removed as a general partner of the Partnership with or without cause upon (i) the approval of the Limited Partners having, in the aggregate, not less than eighty percent (80%) of the Outstanding Units, and (ii) the election by such Limited Partners of a successor General Partner. Upon any such election, all Partners shall be bound thereby and shall be deemed to have approved thereof. Such successor General Partner shall be deemed admitted to the Partnership immediately prior to the removal of the predecessor General Partner and shall continue the Partnership without dissolution. A successor General Partner shall be admitted as a general partner of the Partnership upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that the successor General Partner has been admitted as a general partner of the Partnership and that the removed General Partner is no longer a general partner of the Partnership.

ARTICLE XII

EXCULPATION AND INDEMNIFICATION OF THE GENERAL PARTNER AND OTHER INDEMNIFIED PERSONS

Section 12.01. Exculpatory Provisions.

(a) Notwithstanding any other terms of this Agreement, whether express or implied, or obligation or duty at law or in equity, neither the General Partner, its Affiliates, nor any of their respective officers, directors, shareholders, partners, employees, representatives or agents nor any officer, employee, representative or agent of the Partnership and its Affiliates (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Partnership or any Partner for any act or omission (in relation to the Partnership, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by a Covered Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Partnership and is within the scope of authority granted to such Covered Person by this Agreement, provided that such act or omission does not constitute Disabling Conduct.

(b) A Covered Person may rely and shall incur no liability in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature or writing reasonably believed by it to be genuine, and may rely on a certificate signed by an officer of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge and may rely on an opinion of counsel selected by such Covered Person with respect to legal matters unless such Covered Person acts in bad faith.

Section 12.02. Indemnification of General Partner and Other Indemnified Persons.

(a) To the fullest extent permitted by law, the Partnership shall indemnify

and hold harmless the General Partner, its Affiliates and all directors, officers, shareholders, partners, employees, representatives and agents of the General Partner and its Affiliates and all officers, employees, representatives and agents of the Partnership and its Affiliates (individually, an "Indemnified Person" and collectively, the "Indemnified Persons") from and against any and all losses, claims, demands, liabilities, expenses (including all fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management or the affairs of the Partnership, or the General Partner or its status as a General Partner, an Affiliate thereof, or partner, director, officer, stockholder, employee, representative or agent thereof or of the Partnership or a Person serving at the request of the Partnership, the General Partner or any Affiliate thereof in another entity in a similar capacity, which relates to or arises out of the Partnership, its property, its businesses or affairs, and regardless of whether the liability or expense accrued at or relates to, in whole or in part, any time before, on or after the date hereof. The negative disposition of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnified Person acted in a manner contrary to the standard set forth in Section 12.02(b) hereof. Any indemnification pursuant to Section 12.02 hereof shall be made only out of the assets of the Partnership.

(b) An Indemnified Person shall not be entitled to indemnification under Section 12.02 hereof with respect to any claim, issue or matter in which it has engaged in Disabling Conduct; provided, however, that a court of competent jurisdiction, may determine upon application that, despite such Disabling Conduct, in view of all the circumstances of the case, the Indemnified Person is fairly and reasonably entitled to indemnification for such liabilities and expenses as the court may deem proper.

(c) To the fullest extent permitted by law, expenses (including legal fees) incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified as authorized in Section 12.02 hereof.

(d) The indemnification provided by Section 12.02 hereof shall be in addition to any other rights to which an Indemnified Person may be entitled under any agreement, by law or vote of the Partners as a matter of law or otherwise, both as to action in the Indemnified Person's capacity as the General Partner, an Affiliate thereof or a partner, director, officer, stockholder, partner, representative, employee or agent thereof, or an officer, employee, representative or agent of the Partnership or an Affiliate thereof and, as to action in any other capacity, shall continue as to an Indemnified Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of an Indemnified Person.

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(e) The General Partner and the Partnership may purchase and maintain insurance, to the extent and in such amounts as the General Partner shall, in its sole discretion, deem reasonable, on behalf of Indemnified Persons and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by such Person in connection with activities of the Partnership or such indemnities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement. The General Partner and the Partnership may enter into indemnity contracts with Indemnified Persons and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 12.02 hereof and containing such other procedures regarding indemnification as are appropriate.

(f) In no event may any Indemnified Person subject the Limited Partners to personal liability by reason of any indemnification of an Indemnified Person under this Agreement or otherwise.

(g) An Indemnified Person shall not be denied indemnification in whole or in part under Section 12.02 hereof because the Indemnified Person had an interest in the transaction with respect to which the indemnification applies if the transaction is otherwise permitted by the terms of this Agreement.

(h) The provisions of Section 12.02 hereof are for the benefit of the Indemnified Persons and their heirs, successors, assigns, administrators and personal representatives and shall not be deemed to be for the benefit of any other Persons. The provisions of Section 12.02 hereof shall not be amended in any way that would adversely affect the Indemnified Person without the consent of the Indemnified Person.

Section 12.03. Duties of a General Partner and Others Controlling a General Partner. To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, the General Partner and any other Indemnified Person acting in connection with the Partnership's businesses or affairs, shall not be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of an Indemnified Person otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of such Indemnified Person.

ARTICLE XIII
DISSOLUTION AND TERMINATION

Section 13.01. No Dissolution. The Partnership shall not be dissolved by the admission of additional Limited Partners or Substituted Limited Partners or by the admission of additional General Partners or successor General Partners in accordance with the terms of this Agreement.

Section 13.02. Events Causing Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) The expiration of the term of the Partnership, as provided in Section 2.08 hereof;

(b) The withdrawal, removal or Bankruptcy of the General Partner or assignment by the General Partner of its entire interest in the Partnership when the assignee is not admitted to the Partnership as an additional or successor General Partner in accordance with Section 11.01 hereof, or the occurrence of any other event that results in the General Partner ceasing to be a general partner of the Partnership under the Act, provided, the Partnership shall not be dissolved and required to be wound up in connection with any of the events specified in this clause (b) if (i) at the time of the occurrence of such event there is at least one (1) remaining general partner of the Partnership who is hereby authorized to and does carry on the business of the Partnership, or (ii) within ninety (90) days after the occurrence of such event, all remaining Partners agree in writing to continue the businesses of the Partnership and to the appointment, effective as of the date of such event, if required, of one (1) or more additional general partners of the Partnership;

(c) A written determination by the General Partner to dissolve the Partnership;

(d) The affirmative vote of holders of seventy-five percent (75%) or more of the Outstanding Units to dissolve the Partnership;

(e) The sale by the Partnership of all or substantially all of the Partnership's assets; or

(f) The entry of a decree of judicial dissolution under Section 17-802 of the Act.

Section 13.03. Notice of Dissolution. Upon the dissolution of the Partnership, the General Partner or the Liquidating Trustee, as the case may be, shall promptly notify the Partners of such dissolution.

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Section 13.04. Liquidation. Upon dissolution of the Partnership, the General Partner, or, in the event that the dissolution is caused by an event described in Section 13.02(b) hereof and there is no other General Partner, a Person or Persons who may be approved by a Majority Vote as the Liquidating Trustee, shall immediately commence to wind up the Partnership's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the Partners to minimize the normal losses attendant upon a liquidation. The Partners shall continue to share Profits and Losses during liquidation in the same proportions as specified in Article V hereof as before liquidation. Each Partner shall be furnished with a statement prepared by the Partnership's certified public accountant that shall set forth the assets and liabilities of the Partnership as of the date of dissolution. The proceeds of liquidation shall be distributed, as realized, in the following order and priority:

(a) To creditors of the Partnership, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Partnership (whether by payment or the making of reasonable provision for payment thereof); and

(b) To distribute to the Partners the remaining proceeds of liquidation in accordance with the Capital Account balances of the Partners.

Section 13.05. Methods Of Liquidation. The Partnership may be liquidated by either:

(a) Selling the Partnership assets and distributing the net proceeds therefrom in the manner provided in Section 13.04 hereof. Any net gain or loss realized by the Partnership on the sale or other disposition of Partnership assets in the process of the liquidation of the Partnership shall be allocated to the Partners in the ratios specified for allocating Profits or Losses in Article V hereof; or

(b) Subject to the order of priority set forth in Section 13.04 hereof, distributing the Partnership assets proportionately to the Partners in kind with each Partner accepting an undivided interest in the Partnership assets, subject to Partnership liabilities, in satisfaction of its proportionate interests in the Partnership.

Section 13.06. Termination of Partnership. The Partnership shall terminate when all of the assets of the Partnership, after payment of or due provision for all debts, liabilities and obligations of the Partnership, shall have been distributed to the Partners in the manner provided for in Article XIII hereof, and the Certificate of Limited Partnership shall have been canceled in the manner required by the Act.

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**ARTICLE XIV
ARBITRATION**

Section 14.01. Dispute Resolution. To the fullest extent permitted by the Act and other applicable law, any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in accordance and to the extent permitted by the Uniform Arbitration Act (10 Del.C. Section 5701, et seq.) (the "Delaware Arbitration Act") and, to the extent not inconsistent therewith, the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), as amended and in effect on the date that demand for arbitration is filed with the AAA. The parties hereto agree that any such controversy shall be submitted to three (3) arbitrators. Each party shall select one (1) arbitrator. The two (2) arbitrators selected shall then choose a third arbitrator. The arbitrator's ruling shall be binding and conclusive upon the parties hereto to the fullest extent permitted by law. Any arbitration shall occur in Wilmington, Delaware, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrators shall be governed by and shall apply the substantive law of the State of Delaware in making their award and their ruling shall be binding and conclusive upon the parties hereto. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its or its own experts, evidence, and legal counsel.

**ARTICLE XV
POWER OF ATTORNEY**

Section 15.01. Appointment of General Partner. Each Limited Partner hereby irrevocably constitutes and appoints the General Partner and any Liquidating Trustee as its true and lawful attorney-in-fact, in its name, place, and stead, to make, execute, acknowledge, and file the following documents, to the extent consistent with the other provisions of this Agreement:

- (a) This Agreement, and, to the extent required by law, the Certificate of Limited Partnership;
- (b) Any fictitious or assumed-name certificates required to be filed on behalf of the Partnership;
- (c) Any application or registration to do business in any State other than, or in addition to, the State of Delaware;

(d) Deeds, notes, mortgages, pledges, security instruments of any kind and nature, leases, and such other instruments as may be necessary to carry on the business of the Partnership; provided that no such instrument shall increase the personal liability of the Limited Partners;

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(e) All certificates and other instruments that the General Partner deems appropriate or necessary to form and qualify, or continue the qualification of, the Partnership as a limited partnership in the State of Delaware and all jurisdictions in which the Partnership may intend to conduct businesses or own property;

(f) Any duly adopted amendment to or restatement of this Agreement or the Certificate of Limited Partnership;

(g) All conveyances and other instruments or documents that the General Partner deems appropriate or necessary to effect or reflect the dissolution, liquidation and termination of the Partnership pursuant to the terms of this Agreement (including a certificate of cancellation);

(h) Any and all financing statements, continuation statements, mortgages or other documents necessary to grant to or perfect for secured creditors of the Partnership, including the General Partner and its Affiliates, a security interest, mortgage, pledge or lien on all or any of the assets of the Partnership; and

(i) All other instruments as the attorneys-in-fact or any of them may deem necessary or advisable to carry out fully the provisions of this Agreement in accordance with its terms.

Section 15.02. Power Coupled with Interest. It is expressly intended by each Limited Partner that the power of attorney granted by Section 15.01 hereof is coupled with an interest, shall be irrevocable, and shall survive and not be affected by the subsequent disability or incapacity of such Limited Partner (or if such Limited Partner is a corporation, partnership, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof).

ARTICLE XVI

MISCELLANEOUS

Section 16.01. Notices. All notices provided for in this Agreement shall be in writing and shall be personally delivered, or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmittal by telegram, telefax or telecopier, as follows:

(a) If given to the Partnership, in care of the General Partner at its mailing address set forth on Schedule A attached hereto;

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(b) If given to a General Partner, at its mailing address set forth on Schedule A attached hereto; or

(c) If given to any Limited Partner, at the address set forth opposite its name on Schedule A attached hereto, or at such other address as such Limited Partner may hereafter designate by written notice to the Partnership.

Each notice, demand, request or communication that shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently given, served, sent or received for all purposes when delivered in person or when sent to a Person at the address on Schedule A attached hereto by first-class mail or by other means of written communication.

Section 16.02. Amendments.

(a) Except as provided in (b) of Section 16.02 hereof, no amendment to this Agreement shall be effective or binding upon the parties hereto without the written consent of the General Partner and a Majority Vote; provided, however, that any modification or amendment that would: (i) increase the amount of the capital contributions to be made by any Partner, (ii) increase the liability of the Limited Partners, or (iii) materially adversely affect the rights of the Limited Partners under this Agreement shall require the consent of the General Partner and each Limited Partner. Upon receipt of a written proposal executed by the Limited Partners having, in the aggregate, seventy-five percent (75%) or more of the interests in the capital of the Partnership of all the Limited Partners for the adoption of an amendment of this Agreement, or should the General Partner desire to propose such an amendment, the General Partner shall adopt and implement a plan whereby the Limited Partners may vote for or against the adoption of such an amendment.

(b) Notwithstanding anything herein to the contrary, the General Partner may amend this Partnership Agreement without the consent of any Limited Partner:

(1) to reflect the addition or substitution of Limited Partners (made in accordance with the terms hereof) or the reduction of the Capital Accounts upon the return of capital to Limited Partners;

(2) to add to the representations, duties or obligations of the General Partner or surrender any right or power granted to the General Partner herein, for the benefit of the Limited Partners;

(3) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to add any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of the Agreement;

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(4) to delete or add any provision from or to this Agreement requested to be so deleted or added by a state regulatory agency, the deletion or addition of which provision is deemed by such regulatory agency to be for the benefit or protection of the Limited Partners; and

(5) to modify any provision of this Agreement, if, in the opinion of counsel to the Partnership and the General Partner, such modification is necessary to prevent the Partnership from being treated for tax purposes as an association taxable as a corporation, rather than being taxable as a partnership, to prevent the Partnership from being treated as a “publicly traded partnership” as defined in the Code.

Section 16.03. Fiscal Year. The fiscal year of the Partnership shall end on December 31st of each year.

Section 16.04. Securities Act Investment Covenant. Each Partner represents and warrants that it is acquiring its interest in the Partnership for its own account, and not with a view to resale or distribution thereof within the meaning of the Securities Act of 1933, as amended, and that no such interest will be sold, transferred, hypothecated, or assigned by it in contravention of the Securities Act of 1933, as amended, or any state Blue Sky or securities statute.

Section 16.05. Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 16.06. Headings. The headings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 16.07. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.08. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the parties and, to the extent permitted by this Agreement, their successors, legal representatives, and assigns.

Section 16.09. Interpretation. Throughout this Agreement and any amendment hereto, nouns, pronouns, and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to “Articles”, “Sections” and paragraphs shall refer to corresponding provisions of this Agreement.

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Section 16.10. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 16.11. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Partners had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 16.12. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

[Signature Page To Follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

GENERAL PARTNER:
REPUBLIC SERVICES OF FLORIDA GP, INC.,
a Delaware corporation

By: /s/ David A. Barclay

Name: David A. Barclay

Title: Secretary

INITIAL LIMITED PARTNER:
REPUBLIC SERVICES OF FLORIDA LP, INC.,
a Delaware corporation

By: /s/ Matthew D. Katz

Name: Matthew D. Katz

Title: Asst. Secretary

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**SCHEDULE A
TO
AGREEMENT
OF
LIMITED PARTNERSHIP
OF**

REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP

The name and mailing address of the General Partner and the amount of the cash contribution to the capital of the Partnership paid by such General Partner for its general partner interest in the Partnership are as follows:

<u>Name and Mailing Address of General Partner</u>	<u>Number of Units</u>	<u>Cash Contribution</u>
Republic Services of Florida GP, Inc. 110 SE 6 th Street, 28 th Floor Fort Lauderdale, Florida 33301	1	\$50.50

The name and mailing address of each Limited Partner of the Partnership, as well as the number of Units purchased by such Limited Partner and the amount of the cash contribution to the capital of the Partnership paid by such Limited Partner for such Units, are as follows:

<u>Name and Mailing Address of Limited Partner</u>	<u>Number of Units</u>	<u>Cash Contribution</u>
Republic Services of Florida LP, Inc. 751 N.W. 31 st Avenue Ft. Lauderdale, FL 33311	99	\$5,000.00

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**CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266 OF THE DELAWARE GENERAL
CORPORATION LAW**

1. The name of the corporation is Republic Services of Georgia GP, Inc.
2. The date on which the original Certificate of Incorporation was filed with the Secretary of State is November 16,1999.
3. The name of the limited liability company into which the corporation is herein being converted is Republic Services of Georgia GP, LLC.
4. The conversion has been approved in accordance with the provisions of Section 266.

Dated: March 15, 2002

By: /s/ David A. Barclay
Authorized Officer

Name: David A. Barclay, Vice President & Secretary
Print or Type Name

**CERTIFICATE OF INCORPORATION
OF
REPUBLIC SERVICES OF GEORGIA GP, INC.**

* * * * *

1. The name of the corporation is **Republic Services of Georgia GP, Inc.**
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and Ten Cents (\$0.10) amounting in the aggregate to One Hundred Dollars and No Cents (\$100.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is:

Laura Vitalo
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.

8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 16th day of November, 1999.

/s/ Laura Vitalo

Laura Vitalo,
Sole Incorporator

**OPERATING AGREEMENT
FOR
REPUBLIC SERVICES OF GEORGIA GP, LLC**

THIS OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF GEORGIA GP, LLC, a Delaware limited liability company (the "Company"), is made and entered into on March 15, 2002, by Republic Services, Inc. ("RSI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule 1 (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of

the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including

the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2);and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Operating Agreement on March 15, 2002.

SOLE MEMBER:
REPUBLIC SERVICES, INC.

By: /s/ David A. Barclay
David A. Barclay
Title: Senior Vice President, General Counsel &
Assistant Secretary

SCHEDULE I
TO OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO THE OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 03/15/2002
020175561 — 3126853

CERTIFICATE OF FORMATION

OF

Republic Services of Georgia LP, LLC

1. The name of the limited liability company is Republic Services of Georgia LP, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Republic Services of Georgia LP, LLC this 15th day of March, 2002.

/s/ David A. Barclay
David A. Barclay, Organizer

(DEL.-LLC 3239-3/7/95)

**CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266 OF THE DELAWARE GENERAL
CORPORATION LAW**

1. The name of the corporation is Republic Services of Georgia LP, Inc.
2. The date on which the original Certificate of Incorporation was filed with the Secretary of State is November 16,1999.
3. The name of the limited liability company into which the corporation is herein being converted is Republic Services of Georgia LP, LLC.
4. The conversion has been approved in accordance with the provisions of Section 266.

Dated: March 15, 2002

By: /s/ David A. Barclay
Authorized Officer

Name: David A. Barclay, Vice President & Secretary
Print or Type Name

OPERATING AGREEMENT
FOR
REPUBLIC SERVICES OF GEORGIA LP, LLC

THIS OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF GEORGIA LP, LLC, a Delaware limited liability company (the "Company"), is made and entered into on March 15, 2002, by Republic Services, Inc. ("RSI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule 1 (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of

the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

(a) A unanimous determination by the Members that the Company shall be dissolved; or

(b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including

the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2);and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Operating Agreement on March 15,2002.

SOLE MEMBER:
REPUBLIC SERVICES, INC.

By: /s/ David A. Barclay
David A. Barclay
Title: Senior Vice President, General Counsel &
Assistant Secretary

SCHEDULE I
TO OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO THE OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1

CERTIFICATE OF LIMITED PARTNERSHIP**OF****REPUBLIC SERVICES OF GEORGIA,
LIMITED PARTNERSHIP**

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

- I. The name of the limited partnership is **REPUBLIC SERVICES OF GEORGIA, LIMITED PARTNERSHIP**
- II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.
- III. The name and mailing address of each general partner is as follows:

Name	Mailing Address
Republic Services of Georgia GP, Inc.	110 S.E. 6 th St., 28 th Floor Ft. Lauderdale, FL 33301

IN WITNESS WHEREOF, the undersigned have executed the Certificate of Limited Partnership of Republic Services of Georgia, Limited Partnership, as of December 2, 1999.

GENERAL PARTNER:**REPUBLIC SERVICES OF GEORGIA
GP, INC., General Partner**

By: /s/ David A. Barclay
David A. Barclay, Vice President and
Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:58 PM 11/10/2008
FILED 06:31 PM 11/10/2008
SRV 081105882 — 3136074 FILE

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Republic Services of Georgia, Limited Partnership

SECOND: ARTICLE III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of each general partner is as follows:

Name: Republic Services of Georgia GP LLC, 110 S.E. 6th Street, Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, the undersigned execute this Amendment to the Certificate of Limited Partnership on this 10th day of November, A.D. 2008.

By: /s/ David A. Barclay
General Partner(s)
David A. Barclay, Vice President and Secretary of Republic Services of
Georgia GP, LLC its General Partner

*State of Delaware
Secretary of State
Division of Corporations
Delivered 01:48 PM 01/09/2009
FILED 01:30 PM 01/09/2009
SRV 090020433 — 3136074 FILE*

**STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP**

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is _____ Republic Services of Georgia, Limited Partnership

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of each general partner is as follows:

Name: Republic Services of Georgia GP, LLC, 18500 North Allied Way, Phoenix, AZ 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 7th day of January, A.D. 2009.

Republic Services of Georgia GP, LLC

By: /s/ Jo Lynn White
General Partner(s)
Name: Jo Lynn White Secretary
Print or Type

**AMENDED AND RESTATED
AGREEMENT
OF
LIMITED PARTNERSHIP
OF
REPUBLIC SERVICES OF GEORGIA, LIMITED PARTNERSHIP**

THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP of **REPUBLIC SERVICES OF GEORGIA, LIMITED PARTNERSHIP** is made as of this 14th day of March, 2002, by and among **REPUBLIC SERVICES OF GEORGIA GP, LLC**, a Delaware limited liability company (the "General Partner"), **REPUBLIC SERVICES OF GEORGIA LP, LLC**, a Delaware limited liability company (the "Initial Limited Partner") amending the original Agreement of Limited Partnership dated December 2, 1999, and the Persons who become limited partners of the Partnership in accordance with the provisions hereof and whose names are set forth as Limited Partners on Schedule A attached hereto.

WITNESSETH:

WHEREAS, the General Partner has heretofore formed the Partnership by filing a Certificate of Limited Partnership with the office of the Secretary of State of the State of Delaware on December 2, 1999; and

WHEREAS, the parties hereto desire to provide for the governance of the Partnership and to set forth in detail their respective rights and duties relating to the Partnership.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I
DEFINED TERMS**

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"Act" means the Delaware Revised Uniform Limited Partnership Act, 6 Del.C. Section 17-101, et seq., as amended from time to time.

"Additional Units" has the meaning set forth in Section 4.03(a) hereof.

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question. As used in this definition, the term

“control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Agreement of Limited Partnership of the Partnership, as amended, modified, supplemented or restated from time to time.

“Bankruptcy” means, with respect to any Partner, (i) the filing by a Partner of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code (or corresponding provisions of future laws) or any other federal or state insolvency law, or the filing by a Partner of an answer consenting to or acquiescing in any such petition, (ii) the making by a Partner of any assignment for the benefit of its creditors or the admission by a Partner in writing of its inability to pay its debts as they mature, (iii) the filing of an involuntary petition under Title 11 of the United States Code (or corresponding provisions of future laws), an application for the appointment of a receiver for the assets of a Partner, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other federal or state insolvency law, provided that the same shall not have been vacated, set aside or stayed within a sixty (60) day period after the occurrence of such event, or (iv) the entry against it of a final and nonappealable order for relief under any bankruptcy, insolvency or similar law now or hereafter in effect.

“Capital Account” means, with respect to any Partner, the account maintained for such Partner in accordance with the provisions of Section 4.05 hereof.

“Capital Contribution” means, with respect to any Partner, the aggregate amount of money contributed to the Partnership by such Partner pursuant to Sections 4.01, 4.02, 4.03 and 4.04 hereof.

“Certificate of Limited Partnership” means the Certificate of Limited Partnership and any and all amendments thereto and restatements thereof filed on behalf of the Partnership with the office of the Secretary of State of the State of Delaware.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Agreement, as such specific section or such corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

“Covered Person” has the meaning set forth in Section 12.01 (a) hereof.

“Disabling Conduct” shall mean conduct that constitutes fraud, willful misconduct, bad

faith or gross negligence.

“General Partner” means Republic Services of Georgia GP, LLC, a Delaware limited liability company, and includes any Person who becomes an additional or successor general partner of the Partnership pursuant to the provisions of this Agreement.

“Indemnified Person” has the meaning set forth in Section 12.02(a) hereof.

“Initial Limited Partner” means Republic Services of Georgia LP, LLC, a Delaware limited liability company, in its capacity as a limited partner of the Partnership.

“Liquidating Trustee” means the General Partner, or if there is no General Partner, a Person or Persons who may be approved by a Majority Vote.

“Limited Partner” means any Person named as a limited partner of the Partnership on Schedule A attached hereto and includes any Person admitted as an additional limited partner of the Partnership or a substituted limited partner of the Partnership pursuant to the provisions of this Agreement, and “Limited Partners” means two (2) or more of such Persons when acting in their capacities as limited partners of the Partnership.

“Majority Vote” means the written approval of, or the affirmative vote by, the holders of a majority of the Outstanding Units.

“Net Cash Flow” means, for each fiscal year or other period of the Partnership, the gross cash receipts of the Partnership from all sources, but excluding all Capital Contributions and any amounts that are held by the Partnership as a collection agent or in trust for others or that are otherwise not unconditionally available to the Partnership, less all amounts paid by or for the account of the Partnership during the same fiscal year or period (including, without limitation, payments of principal and interest on any Partnership indebtedness), and less any amounts determined by the General Partner to be necessary to provide a reasonable reserve for working-capital needs or to provide funds for any other contingencies of the Partnership. Net Cash Flow shall be determined in accordance with generally accepted accounting principles.

“Outstanding Units” means the number of Units shown on the books and records of the Partnership to be outstanding other than Units held by the Partnership; provided, however, that for purposes of a written approval or affirmative vote required to take any action hereunder, the number of Outstanding Units shall not include Units held by an assignee who has not been admitted as a Limited Partner pursuant to the terms of this Agreement.

“Partner” means any General Partner or Limited Partner, and “Partners” means two (2) or more such Persons.

“Partnership” means Republic Services of Georgia, Limited Partnership, a Delaware limited partnership, the limited partnership heretofore formed and continued under and pursuant to the Act and this Agreement.

“Person” includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or other period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss).

“Record Date” means the date established by the General Partner as the record date for purposes of any entitlement hereunder.

“Record Holder” means the Limited Partner or assignee in whose name a Unit is registered on the books and records of the Partnership and, as applied to the General Partner’s interest in the Partnership, the owner thereof, in each case as of the close of business on any Record Date.

“Substituted Limited Partner” means a Person who is admitted to the Partnership as a Limited Partner pursuant to this Agreement in place of a Limited Partner or an assignee, and who is named as a Limited Partner on Schedule A attached hereto.

“Successor” means any Person who becomes (i) an assignee of a General Partner’s interest in the Partnership, or part thereof (whether or not such assignee becomes an additional or successor General Partner pursuant to this Agreement), (ii) an assignee of a Limited Partner’s interest in the Partnership, or part thereof (whether or not such assignee becomes a Limited Partner pursuant to this Agreement), or (iii) an assignee of a Successor.

“Tax Matters Partner” has the meaning set forth in Section 10.06(a) hereof.

“Term” has the meaning set forth in Section 2.08 hereof.

“Treasury Regulations” means the income-tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unit” means an interest of a Limited Partner or an assignee in the Partnership representing such fractional part of the interests of all Limited Partners or assignees pursuant to this Agreement as is equal to the quotient of one divided by the number of Outstanding Units.

ARTICLE II
CONTINUATION AND PURPOSES

Section 2.01. Continuation. The parties hereto hereby continue the Partnership as a limited partnership under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Partners shall be as provided in the Act, except as otherwise provided herein.

Section 2.02. Name. The name of the Partnership heretofore formed and continued hereby is "Republic Services of Georgia, Limited Partnership", unless and until the name of the Partnership is changed by the General Partner, in its sole discretion, and an appropriate amendment to the Certificate of Limited Partnership is filed as required by the Act. The Partnership's businesses may be conducted under the name of the Partnership or any other name or names deemed advisable by the General Partner, including the name of the General Partner or any Affiliate thereof. The words "Limited Partnership," "L.P." or similar words or letters shall be included in the Partnership's name where necessary for the purposes of complying with the laws of any jurisdiction that so requires.

Section 2.03. Principal Place of Business. The principal place of business of the Partnership shall be located at 550 Six Flags Parkway, Mableton, Georgia 30126. The General Partner may hereafter change the principal place of business of the Partnership to such other place or places as the General Partner may determine from time to time in its sole discretion. The General Partner shall give notice of any such change to the Limited Partners. The Partnership may maintain such other offices at such other places as the General Partner deems advisable.

Section 2.04. Registered Office. The address of the registered office of the Partnership in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801.

Section 2.05. Registered Agent. The Partnership's registered agent for service of process on the Partnership in the State of Delaware is the Corporation Trust Company.

Section 2.06. Purposes. The purpose and business of the Partnership shall be any businesses which may lawfully be conducted by a limited partnership formed pursuant to the Act, including primarily, but without limitation, integrated solid waste services; the carrying on of any business relating thereto or arising therefrom; and anything incidental or necessary to the foregoing.

Section 2.07. Powers. The Partnership shall have the power to do any and all acts

necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes and business described herein and for the protection and benefit of the Partnership, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Partnership by the General Partner pursuant to Article VIII hereof. The Partnership, and the General Partner on behalf of the Partnership, may enter into and perform any contracts necessary to carry out the business of the Partnership without any further act, vote or approval of any Partner notwithstanding any other provision of this Agreement, the Act or other applicable law, rule or regulation. The General Partner is hereby authorized to enter into the agreements described in the preceding sentence on behalf of the Partnership, but such authorization shall not be deemed a restriction on the power of the General Partner to enter into other agreements on behalf of the Partnership.

Section 2.08. Term. The term of the Partnership (the "Term") commenced on the date the Certificate of Limited Partnership was filed in the office of the Secretary of State of the State of Delaware and shall continue until the 2nd day of December 2020 unless dissolved before such date in accordance with the provisions of this Agreement or extended beyond December 2, 2020 pursuant to a majority Vote and the consent of the General Partner.

ARTICLE III

NAMES AND ADDRESSES OF PARTNERS

Section 3.01. General Partner. The name and mailing address of the General Partner are set forth on Schedule A attached hereto and made a part hereof.

Section 3.02. Limited Partners. The names and addresses of the Limited Partners are set forth on Schedule A attached hereto and made a part hereof. A Person shall be deemed admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner on Schedule A attached hereto. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

ARTICLE IV

CAPITAL CONTRIBUTIONS, SALE OF UNITS, AND CAPITAL ACCOUNTS

Section 4.01. General Partner Initial Capital Contributions. The General Partner has contributed in cash to the capital of the Partnership the amount set forth opposite the General Partner's name on Schedule A attached hereto. Such amount constitutes the agreed value of the contribution made by the General Partner.

Section 4.02. Limited Partner Initial Capital Contributions. Each Limited Partner has contributed in cash to the capital of the Partnership the amount set forth opposite the Limited Partner's name on Schedule A attached hereto. Such amount constitutes the agreed value of the contribution made by each Limited Partner.

Section 4.03. Sale of Additional Limited Partner Interests.

(a) The General Partner and the Partnership are hereby authorized to raise additional Partnership capital by offering and selling, or causing to be offered and sold, additional limited partner interests in the Partnership (the "Additional Units") in such amounts and on such terms as the General Partner in its sole discretion may determine. Each Person who subscribes for any of the Additional Units shall be admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner on Schedule A attached hereto. Each such Person shall pay in cash to the Partnership, as its Capital Contribution, the purchase price for such Additional Units upon its subscription therefor.

(b) The General Partner, in its individual capacity, may purchase for cash such number of Additional Units as the General Partner, in its sole discretion, may desire to purchase. Each Additional Unit held by the General Partner shall represent an interest in the Partnership as a Limited Partner that shall include all rights and obligations of a Limited Partner. As the holder of Units the General Partner shall be admitted to the Partnership as a limited partner of the Partnership.

Section 4.04. Additional Capital Contributions.

(a) If the General Partner determines, in its sole discretion, that the Partnership requires additional capital contributions from the Partners, then written notice thereof shall promptly be given to all Partners. Upon the date specified in such notice, which date shall not be less than fifteen (15) days after the date such notice is delivered or mailed, as the case may be, in accordance with Section 16.01 hereof, the Partners shall contribute to the Partnership in cash their pro rata share, based on their respective Capital Contributions, of the total amount of additional capital required by the Partnership.

(b) No Limited Partner shall be required to make any contribution to the capital of the Partnership other than the Capital Contribution required to be made by such Limited Partner pursuant to Sections 4.02, 4.03 or 4.04(a) hereof.

Section 4.05. Capital Accounts.

(a) An individual Capital Account shall be established and maintained for each Partner and each Successor who hereafter owns an interest in the Partnership. The original Capital Account established for any Successor shall be in the same amount as, and

shall replace, the Capital Account of the Person whom such Successor succeeds, and, for purposes of this Agreement, such Successor shall be deemed to have made the Capital Contribution of the Person whom such Successor succeeds. To the extent a Successor acquires less than the entire interest in the Partnership of the Person it succeeds, the original Capital Account of such Successor and its Capital Contribution shall be in proportion to the interest it acquires, and the Capital Account of the Person who retains a partial interest in the Partnership, and the amount of its Capital Contribution, shall be reduced in proportion to the interest it retains.

(b) A separate Capital Account shall be established for each Partner on the books of the Partnership on the date on which such Partner makes its Initial Capital Contribution, as provided in Sections 4.01 and 4.02 hereof. The foregoing provisions and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Sections 1.704-1 (b) and 1.704-2 of the Treasury Regulations and shall be interpreted and applied in a manner consistent with the Treasury Regulations.

Section 4.06. Status of Capital Contributions.

(a) Except as otherwise provided in this Agreement, the amount of a Partner's or a Successor's Capital Contribution may be returned to it, in whole or in part, at any time, but only upon (i) the consent of the General Partner (which consent the General Partner may withhold in its sole discretion), and (ii) the approval of a majority in interest in the capital of the Partnership among all Partners. Any such return of Capital Contribution shall be pro rata to all Partners and Successors in accordance with their then proportionate interests in Partnership capital. Notwithstanding the foregoing, no return of a Partner's or a Successor's Capital Contribution shall be made hereunder if such distribution would not comply with the requirements of Section 17-607 of the Act or other applicable law. Under circumstances requiring a return of any Capital Contribution, no Partner or Successor shall have the right to demand or receive property other than cash except as may be specifically provided in this Agreement.

(b) No Partner or Successor shall receive any interest, salary, or drawing with respect to its Capital Contribution or its Capital Account or for services rendered on behalf of the Partnership or otherwise in its capacity as a Partner or Successor, except as otherwise specifically provided in this Agreement.

(c) Except as provided in the Act or in this Agreement, no Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as provided in the Act or in this Agreement, a Limited Partner shall be liable only to make its Capital Contribution pursuant to Sections 4.02, 4.03 and 4.04(a) hereof and shall not be required to lend any funds to the Partnership and, after its Capital Contribution has been paid pursuant to Sections 4.02, 4.03 and 4.04(a) hereof, to make any additional Capital

Contribution to the Partnership. No General Partner shall have any personal liability for the repayment of any Capital Contribution of any Limited Partner.

Section 4.07. Advances. If any Partner or Successor shall advance any funds to the Partnership in excess of its Capital Contribution, the amount of such advance shall neither increase its Capital Account nor entitle it to any increase in its share of the distributions of the Partnership. The amount of any such advance shall be a debt obligation of the Partnership to such Partner or Successor and shall be repaid to it by the Partnership with such interest and upon such other terms and conditions as shall be mutually determined by such Partner or Successor and the General Partner. Any such advance shall be payable and collectible only out of the Partnership assets, and the Partners shall not be personally obligated to repay any part thereof. No Person who makes any nonrecourse loan to the Partnership shall have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital, or property of the Partnership, other than as a secured creditor.

ARTICLE V
ALLOCATIONS

Section 5.01. Profits. Profits for any fiscal year shall be allocated to the Partners in proportion to the Partnership Interests in effect at the end of the fiscal year.

Section 5.02. Losses. Losses for any fiscal year shall be allocated to the Partners in proportion to the Partnership Interests in effect at the end of the fiscal year.

ARTICLE VI
DISTRIBUTIONS

Section 6.01. Net Cash Flow. Except as otherwise provided in Article XIII hereof (relating to the dissolution of the Partnership), any distribution of the Net Cash Flow of the Partnership during any fiscal year of the Partnership shall be made to the Partners in shares proportionate to their respective Capital Contributions.

Section 6.02. Distribution Rules.

(a) All distributions pursuant to Section 6.01 hereof shall be at such times and in such amounts as shall be determined by the General Partner, in its sole discretion.

(b) Any distributions made by the Partnership pursuant to Section 6.01 hereof shall be made only in cash.

Section 6.03. Restricted Distributions. Notwithstanding any provision to contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not make a distribution to any Partner on account of its interest in the Partnership if such distribution would violate Section 17-607 of the Act or other applicable law.

ARTICLE VII

REIMBURSEMENT OF EXPENSES TO GENERAL PARTNER

Section 7.01. Partnership Expenses. The Partnership shall reimburse the General Partner for all ordinary and reasonably necessary out-of-pocket expenses incurred by the General Partner on behalf of the Partnership.

ARTICLE VIII

MANAGEMENT

Section 8.01. Management and Control of the Partnership. The General Partner shall have full, exclusive and complete discretion to manage and control the businesses and affairs of the Partnership, to make all decisions affecting the businesses and affairs of the Partnership and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Partnership as set forth herein. No Limited Partner or assignee, as such, shall have any authority, right or power to bind the Partnership or to manage or control, or to participate in the management or control of, the businesses and affairs of the Partnership in any manner whatsoever.

Section 8.02. Powers of General Partner. Except as otherwise expressly provided herein, the General Partner (acting on behalf of the Partnership), shall have the right, power and authority, in the management of the businesses and affairs of the Partnership, to do or cause to be done any and all acts, at the expense of the Partnership, as the case may be, deemed by the General Partner to be necessary or appropriate to effectuate the businesses, purposes and objectives of the Partnership. The power and authority of the General Partner shall include, without limitation, the power and authority:

- (1) To acquire, own, lease, sublease, manage, finance, hold, deal in, request, re-zoning of, control or dispose of any interest or rights in personal property or real property,
- (2) To negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any

lease, contract or security agreement in respect of any assets of the Partnership;

(3) To pay, collect, compromise, litigate, arbitrate, or otherwise adjust or settle any and all other claims or demands of or against the Partnership or to hold such proceeds against the payment of contingent liabilities;

(4) To borrow money or to obtain credit in such amounts, at such rate of interest and upon such other terms and conditions as the General Partner deems appropriate, recourse or nonrecourse, from banks, other lending institutions or any other Person, including the Partners, and pursuant to indentures, loan agreements or any other type of instrument, for any purpose of the Partnership and to secure payment of the principal of any such indebtedness and the interest thereon by mortgage, pledge, conveyance or assignment in trust of or grant security interest in the whole or any part of any or all of the property and assets of the Partnership;

(5) To make, execute, assign, acknowledge and file on behalf of the Partnership any and all documents or instruments of any kind which the General Partner may deem necessary or appropriate in carrying out the purposes and business of the Partnership; and any Person dealing with the General Partner shall not be required to determine or inquire into its authority or power to bind the Partnership or to execute, acknowledge or deliver any and all documents in connection therewith;

(6) To assume obligations, enter into contracts, including contracts of guaranty or suretyship, incur liabilities, lend money and otherwise use the credit of the Partnership, and to secure any and all obligations, contracts or liabilities of the Partnership by mortgage, pledge or other encumbrance of all or any part of the property and income of the Partnership;

(7) To invest funds of the Partnership;

(8) To employ and engage suitable agents, employees, advisors, consultants and counsel (including any custodian, investment advisor, accountant, attorney, corporate fiduciary, bank or other reputable financial institution, or any other agents, employees or Persons who may serve in such capacity for the General Partner or any Affiliate of the General Partner) to carry out any activities that the General Partner is authorized or required to carry out under this Agreement (subject to the supervision and control of the General Partner), including, without limitation, a Person who may be engaged to undertake some or all of the general management, property management, financial accounting and recordkeeping or other duties of the General Partner and to indemnify such Persons against liabilities incurred by them in acting in such capacity as on behalf of the Partnership;

(9) To employ and retain Persons as may be necessary or appropriate for the conduct of the Partnership's businesses (subject to the supervision and

control of the General Partner), including employees and agents who may be designated as officers with titles including but not limited to “chairman,” “president,” “vice president,” “treasurer,” “secretary,” “general manager,” “director” and “chief financial officer,” as and to the extent authorized by the General Partner;

(10) To register, qualify, list or report, or cause to be registered, qualified, listed or reported, this Agreement, the Units issued in connection herewith or the Partnership pursuant to the Securities Act of 1933, the Exchange Act, any other securities laws of the United States, the securities laws of any State of the United States, the laws of any other jurisdiction, the laws of any securities exchange or pursuant to an automated quotation system of a registered securities association as the General Partner deems appropriate;

(11) To qualify the Partnership to do business in any state, territory, dependency or foreign country;

(12) To sell or dispose of all or a portion of the Partnership’s assets and/or businesses for the benefit of the Partners at the times and on terms determined by the General Partner, in its sole discretion;

(13) To form or cause to be formed, and to own the stock of, one or more corporations, and to form or cause to be formed and to participate in partnerships, joint ventures, limited liability companies, trusts and other entities; and

(14) To possess and exercise any additional rights and powers of a General Partner under the partnership laws of the State of Delaware, including, without limitation, the Act and the Delaware Uniform Partnership Law (and any other applicable laws, to the extent not expressly prohibited by this Agreement).

The expression of any power or authority of the General Partner in this Agreement shall not in any way limit or exclude any other power or authority which is not specifically or expressly set forth in this Agreement. Notwithstanding any of the foregoing, the Partnership shall be operated in such a manner as the General Partner deems reasonable and necessary or appropriate to preserve the limited liability of the Limited Partners.

Section 8.03. Outside Businesses. Any Partner, or Affiliate thereof, may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the businesses of the Partnership, and neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the businesses of the Partnership, shall not be deemed wrongful or improper. No Partner or Affiliate thereof shall be obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership, and any Partner or

Affiliate shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

Section 8.04. Relationships with Affiliates. The Partnership may enter into any agreement or contract with the General Partner, any Person who is an Affiliate of the General Partner, any Limited Partner, any Affiliate of a Limited Partner, or any agent of the General Partner or the Partnership without the prior approval of any other Partners, provided that any such agreement or contract shall contain substantially such terms and conditions as would be contained in a similar agreement or contract entered into by the Partnership as the result of arm's-length negotiations from a comparable unaffiliated disinterested third party.

Section 8.05. Title to Assets of the Partnership. Title to assets of the Partnership, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such assets of the Partnership or any portion thereof. Title to any or all of the assets of the Partnership may be held in the name of the Partnership, the General Partner or in the name of one or more nominees, as the General Partner may determine. The General Partner declares and warrants that any assets of the Partnership for which legal title is held in the name of the General Partner shall be held in trust by the General Partner for the use and benefit of the Partnership in accordance with the terms and provisions of this Agreement. All assets of the Partnership shall be recorded as the property of the Partnership on its books and records, irrespective of the name in which legal title to such assets of the Partnership is held.

Section 8.06. Purchase or Sale of Units. The General Partner may, on behalf of and for the account of the Partnership, purchase or otherwise acquire Units and, following any such purchase or acquisition, may sell or otherwise dispose of any such Units in accordance with applicable law.

Section 8.07. Resolution of Conflicts of Interest.

(a) Unless otherwise expressly provided herein, (i) whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, or a Limited Partner on the other hand, or (ii) whenever this Agreement or any other agreement contemplated herein or therein provides that the General Partner shall act in a manner which is, or provides terms which are, fair and reasonable to the Partnership, or any Limited Partner, the General Partner shall resolve such conflict of interest, taking such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the General Partner, the resolution, action or terms so made, taken or provided by the General Partner shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of the General Partner at law or in equity or

otherwise.

(b) Whenever in this Agreement the General Partner is permitted or required to make a decision (i) in its “sole discretion” or “discretion” or under a grant of similar authority or latitude, the General Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership or the Limited Partners, or (ii) in its “good faith” or under another expressed standard, the General Partner shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein or by relevant provisions of law or in equity or otherwise.

Section 8.08. Merger. The Partnership may merge with, or consolidate into, another business entity (as defined in Section 17-211(a) of the Act) upon the approval by the General Partner and a Majority Vote of the Limited Partners. In accordance with Section 17-211 of the Act (including Section 17-211(g) of the Act), notwithstanding anything to the contrary contained in this Agreement, an agreement of merger or consolidation approved by the General Partner and a Majority Vote of the Limited Partners, may (A) effect any amendment to this Agreement, or (B) effect the adoption of a new partnership agreement for the Partnership if it is the surviving or resulting limited partnership of the merger or consolidation. Any amendment to this Agreement or adoption of a new partnership agreement made pursuant to the foregoing sentence shall be effective at the effective time or date of the merger or consolidation. For purposes of any vote required by the Limited Partners in connection with any merger or consolidation, the Limited Partners shall be treated for purposes of voting as a single class of limited partners. The provisions of Section 8.08 hereof shall not be construed to limit the accomplishment of a merger or of any of the matters referred to herein by any other means otherwise permitted by law.

ARTICLE IX
LIMITED PARTNERS

Section 9.01. Liability of Limited Partners. Except as otherwise expressly required by law, a Limited Partner, in its capacity as such, shall have no liability in excess of (i) the amount of its Capital Contribution, (ii) its share of any undistributed profits and assets of the Partnership, (iii) its obligation to make other payments expressly provided for in this Agreement, and (iv) the amount of any distributions wrongfully distributed to it. It is the intent of the parties hereto that no distribution to any Limited Partner shall be deemed a return of any money or other property in violation of the Act. The payment of any such money or distribution of any such property to a Limited Partner shall be deemed to be a compromise within the meaning of Section 17-502(b) of the Act, and the Limited Partner receiving any such money or property shall not be required to return any such money or property to any Person, the Partnership or any creditor of the Partnership. However, if any court of competent

jurisdiction holds that, notwithstanding the provisions of this Agreement, any Limited Partner is obligated to return such money or property, such obligation shall be the obligation of such Limited Partner and not of the General Partner.

Section 9.02. No Management by Limited Partners. No Limited Partner, in its capacity as such, shall take part in the day-to-day management, operation or control of the business and affairs at the Partnership. The Limited Partner shall not have any right, power, or authority to transact any business in the name of the Partnership or to act for or on behalf of or to bind the Partnership. A Limited Partner shall have no rights other than those specifically provided herein or granted by law.

Section 9.03. Employees, Agents or Officers of the Partnership or a General Partner. A Limited Partner, or an employee, agent, director or officer of a Limited Partner, may also be an employee, agent, director or officer of the Partnership or a General Partner. The existence of these relationships and acting in such capacities will not result in a Limited Partner being deemed to be participating in the control of the business of the Partnership or otherwise affect the liability of the Limited Partner or the Person so acting.

ARTICLE X

BOOKS, RECORDS, AND FINANCIAL STATEMENTS

Section 10.01. Records and Access to Records. At all times during the continuation of the Partnership, the General Partner shall keep or cause to be kept full and true books of account maintained in accordance which generally accepted accounting principles consistently applied in which shall be entered fully and accurately each transaction of the Partnership. Such books of account, together with a copy of this Agreement and of the Certificate of Limited Partnership, shall at all times be maintained at the principal place of business of the Partnership and shall be open to inspection and examination at reasonable times by all Partners and their duly authorized representatives for any purpose reasonably related to such Partner's interest as a partner in the Partnership. The books of account and the records of the Partnership shall be examined by and reported upon as of the end of each fiscal year of the Partnership by a firm of independent certified public accountants of national reputation selected by the General Partner.

Section 10.02. Confidentiality Provisions and Limitations on Access. Notwithstanding any other provision of this Agreement, the General Partner may, to the maximum extent permitted by applicable law, keep confidential from the Limited Partners any information the disclosure of which the General Partner reasonably believes is not in the best interest of the Partnership or is adverse to the interests of the Partnership or which the Partnership or the General Partner is required by law or by an agreement with any Person to keep confidential.

Section 10.03. Reports to Partners.

(a) The General Partner shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Partnership and the following documents that shall be transmitted to each Partner at the times hereinafter set forth:

(1) Within three (3) months after the close of each fiscal year of the Partnership, the following financial statements, examined by and certified to by the independent certified public accountants referred to in Section 10.01 hereof:

- (i) Balance sheet of the Partnership as of the beginning and close of such year;
- (ii) Statement of Partnership Profits and Losses for such year; and
- (iii) Statement of such Partner's Capital Account as of the close of such year, and changes therein during such year.

(2) Within three (3) months after the close of each fiscal year of the Partnership, the following documents:

- (i) A statement indicating such Partner's share of each item of Partnership income, gain, loss, deduction, or credit for such year for income-tax purposes; and
- (ii) A copy of each income-tax return, federal or state, filed by the Partnership for such year.

(b) All information contained in any statement or other document distributed to any Partner pursuant to Section 10.03 hereof shall be deemed accurate, binding, and conclusive with respect to such Partner unless written disapproval is made thereto by such Partner to the Partnership within twenty (20) days after the receipt of such statement or other document by such Partner.

Section 10.04. Bank or Brokerage Accounts. All funds of the Partnership shall be deposited in the Partnership name in such bank or brokerage account or accounts as shall be designated by the General Partner. Withdrawals from any such bank or brokerage account or accounts shall be made upon such signature or signatures as the General Partner may designate.

Section 10.05. Right to Make Section 754 Election. The General Partner may, in its sole discretion, make or revoke, on behalf of the Partnership, an election in accordance with Section 754 of the Code, so as to adjust the basis of Partnership property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a

transfer of a Partnership interest within the meaning of Section 743 of the Code. Each of the Partners shall, upon request of the General Partner, supply the information necessary to give effect to such an election.

Section 10.06. Tax Matters Partner.

(a) The General Partner is hereby designated as the "Tax Matters Partner" of the Partnership within the meaning of Section 6231(a)(7) of the Code and shall have the power to manage and control, on behalf of the Partnership, any administrative proceeding at the Partnership level with the Internal Revenue Service relating to the determination of any item of Partnership income, gain, loss, deduction, or credit for federal income-tax purposes.

(b) The Tax Matters Partner shall comply with all statutory provisions of the Code applicable to a "tax matters partner" and shall, without limitation, within thirty (30) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Partnership level relating to the determination of any Partnership item of income, gain, loss, deduction, or credit, mail a copy of such notice to each Partner.

ARTICLE XI

ASSIGNABILITY; ADMISSION AND WITHDRAWAL OF PARTNERS

Section 11.01. Assignability of a General Partner's Interest in the Partnership. A General Partner may not sell, transfer, assign, pledge, encumber, mortgage, or otherwise hypothecate (hereinafter in this Article XI hereof collectively referred to as "assign" or "assignment") the whole or any part of its interest as a General Partner in the Partnership without the prior Majority Vote of the Limited Partners. An assignee of all or part of the interest of a General Partner in the Partnership shall be admitted to the Partnership as a general partner of the Partnership only if a Majority Vote of the Limited Partners approves in writing the admission of such assignee as an additional or successor General Partner. If such vote is obtained, the admission shall be effective upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that such Person has been admitted to the Partnership as a general partner of the Partnership, and shall occur, and for all purposes shall be deemed to have occurred, immediately prior to the time the assignor ceases to be a general partner of the Partnership. Upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that a General Partner is no longer a general partner of the Partnership, such General Partner shall at that time cease to be a general partner of the Partnership.

Section 11.02. Assignability of a Limited Partner's Interest in the Partnership. No Limited Partner may assign the whole or any part of its interest in the Partnership without the

prior written consent of the General Partner, which consent shall not be unreasonably withheld (taking into account the best interests of the Partnership). If the prior written consent of the General Partner is obtained for any such assignment, such assignment shall, nevertheless, not entitle the assignee to become a Substituted Limited Partner or to be entitled to exercise or receive any of the rights, powers or benefits of a Limited Partner other than the right to receive distributions to which the assigning Limited Partner would be entitled, unless the assigning Limited Partner designates, in a written instrument delivered to the General Partner, its assignee to become a Substituted Limited Partner and the General Partner, in its sole discretion, consents to the admission of such assignee as a Limited Partner; and provided further, that such assignee shall not become a Substituted Limited Partner without having first executed an instrument reasonably satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement, including a counterpart signature page to this Agreement, and without having paid to the Partnership a fee sufficient to cover all reasonable expenses of the Partnership in connection with its admission as a Substituted Limited Partner.

Section 11.03. Recognition of Assignment by Partnership. No assignment, or any part thereof, that is in violation of Article XI hereof shall be valid or effective, and neither the Partnership nor the General Partner shall recognize the same for the purpose of making distributions of Partnership Net Cash Flow pursuant to Section 6.01 hereof with respect to such Partnership interest, or part thereof. Neither the Partnership nor the General Partner shall incur any liability as a result of refusing to make any such distributions to the transferee of any such invalid assignment.

Section 11.04. Effective Date of Assignment. Any valid assignment of a Limited Partner's interest in the Partnership, or part thereof, pursuant to the foregoing provisions of Section 11.02 hereof shall be effective as of the close of business on the last day of the calendar month in which the General Partner gives its written consent to such assignment (or the last day of the calendar month in which such assignment occurs, if later). The Partnership shall, from the effective date of such assignment, thereafter pay all further distributions of Net Cash Flow, on account of the Partnership interest (or part thereof) so assigned, to the assignee of such interest, or part thereof. As between any Partner and its assignee, Profits and Losses for the fiscal year of the Partnership in which such assignment occurs shall be apportioned for federal income-tax purposes in accordance with any manner permitted under Section 706(d) of the Code as such Partner and its assignee may agree to.

Section 11.05. Death, Incompetency, Bankruptcy, or Dissolution of a Limited Partner. The death, incompetency, Bankruptcy, dissolution or other cessation to exist as a legal entity of a Limited Partner shall not, in and of itself, dissolve the Partnership. In any such event, the legal representative or successor of such Limited Partner may exercise all of the rights of such Limited Partner for the purpose of settling its estate or administering its property, subject to the terms and conditions of this Agreement, including any power of an assignee to become a Limited Partner.

Section 11.06. Withdrawal from the Partnership. Except as provided in this Agreement, a General Partner or a Limited Partner may not withdraw as a general partner of the Partnership or as a limited partner of the Partnership, as the case may be.

Section 11.07. Removal of General Partner. A General Partner may be removed as a general partner of the Partnership with or without cause upon (i) the approval of the Limited Partners having, in the aggregate, not less than eighty percent (80%) of the Outstanding Units, and (ii) the election by such Limited Partners of a successor General Partner. Upon any such election, all Partners shall be bound thereby and shall be deemed to have approved thereof. Such successor General Partner shall be deemed admitted to the Partnership immediately prior to the removal of the predecessor General Partner and shall continue the Partnership without dissolution. A successor General Partner shall be admitted as a general partner of the Partnership upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that the successor General Partner has been admitted as a general partner of the Partnership and that the removed General Partner is no longer a general partner of the Partnership.

ARTICLE XII

EXCULPATION AND INDEMNIFICATION OF THE GENERAL PARTNER AND OTHER INDEMNIFIED PERSONS

Section 12.01. Exculpatory Provisions.

(a) Notwithstanding any other terms of this Agreement, whether express or implied, or obligation or duty at law or in equity, neither the General Partner, its Affiliates, nor any of their respective officers, directors, shareholders, partners, employees, representatives or agents nor any officer, employee, representative or agent of the Partnership and its Affiliates (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Partnership or any Partner for any act or omission (in relation to the Partnership, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by a Covered Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Partnership and is within the scope of authority granted to such Covered Person by this Agreement, provided that such act or omission does not constitute Disabling Conduct.

(b) A Covered Person may rely and shall incur no liability in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature or writing reasonably believed by it to be genuine, and may rely on a certificate signed by an officer of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge and may rely on an opinion of counsel selected by such Covered Person with respect to legal matters unless such Covered Person acts in bad faith.

Section 12.02. Indemnification of General Partner and Other Indemnified Persons.

(a) To the fullest extent permitted by law, the Partnership shall indemnify and hold harmless the General Partner, its Affiliates and all directors, officers, shareholders, partners, employees, representatives and agents of the General Partner and its Affiliates and all officers, employees, representatives and agents of the Partnership and its Affiliates (individually, an "Indemnified Person" and collectively, the "Indemnified Persons") from and against any and all losses, claims, demands, liabilities, expenses (including all fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management or the affairs of the Partnership, or the General Partner or its status as a General Partner, an Affiliate thereof, or partner, director, officer, stockholder, employee, representative or agent thereof or of the Partnership or a Person serving at the request of the Partnership, the General Partner or any Affiliate thereof in another entity in a similar capacity, which relates to or arises out of the Partnership, its property, its businesses or affairs, and regardless of whether the liability or expense accrued at or relates to, in whole or in part, any time before, on or after the date hereof. The negative disposition of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnified Person acted in a manner contrary to the standard set forth in Section 12.02(b) hereof. Any indemnification pursuant to Section 12.02 hereof shall be made only out of the assets of the Partnership.

(b) An Indemnified Person shall not be entitled to indemnification under Section 12.02 hereof with respect to any claim, issue or matter in which it has engaged in Disabling Conduct; provided, however, that a court of competent jurisdiction, may determine upon application that, despite such Disabling Conduct, in view of all the circumstances of the case, the Indemnified Person is fairly and reasonably entitled to indemnification for such liabilities and expenses as the court may deem proper.

(c) To the fullest extent permitted by law, expenses (including legal fees) incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified as authorized in Section 12.02 hereof.

(d) The indemnification provided by Section 12.02 hereof shall be in addition to any other rights to which an Indemnified Person may be entitled under any agreement, by law or vote of the Partners as a matter of law or otherwise, both as to action in the Indemnified Person's capacity as the General Partner, an Affiliate thereof or a partner, director, officer, stockholder, partner, representative, employee or agent thereof, or an officer,

employee, representative or agent of the Partnership or an Affiliate thereof and, as to action in any other capacity, shall continue as to an Indemnified Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of an Indemnified Person.

(e) The General Partner and the Partnership may purchase and maintain insurance, to the extent and in such amounts as the General Partner shall, in its sole discretion, deem reasonable, on behalf of Indemnified Persons and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by such Person in connection with activities of the Partnership or such indemnities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement. The General Partner and the Partnership may enter into indemnity contracts with Indemnified Persons and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 12.02 hereof and containing such other procedures regarding indemnification as are appropriate.

(f) In no event may any Indemnified Person subject the Limited Partners to personal liability by reason of any indemnification of an Indemnified Person under this Agreement or otherwise.

(g) An Indemnified Person shall not be denied indemnification in whole or in part under Section 12.02 hereof because the Indemnified Person had an interest in the transaction with respect to which the indemnification applies if the transaction is otherwise permitted by the terms of this Agreement.

(h) The provisions of Section 12.02 hereof are for the benefit of the Indemnified Persons and their heirs, successors, assigns, administrators and personal representatives and shall not be deemed to be for the benefit of any other Persons. The provisions of Section 12.02 hereof shall not be amended in any way that would adversely affect the Indemnified Person without the consent of the Indemnified Person.

Section 12.03. Duties of a General Partner and Others Controlling a General Partner. To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, the General Partner and any other Indemnified Person acting in connection with the Partnership's businesses or affairs, shall not be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of an Indemnified Person otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of such Indemnified Person.

ARTICLE XIII
DISSOLUTION AND TERMINATION

Section 13.01. No Dissolution. The Partnership shall not be dissolved by the admission of additional Limited Partners or Substituted Limited Partners or by the admission of additional General Partners or successor General Partners in accordance with the terms of this Agreement. The Partnership shall not be dissolved as a result of a change in the corporate form of the General Partner or the Limited Partner.

Section 13.02. Events Causing Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) The expiration of the term of the Partnership, as provided in Section 2.08 hereof;

(b) The withdrawal, removal or Bankruptcy of the General Partner or assignment of by the General Partner of its entire interest in the Partnership when the assignee is not admitted to the Partnership as an additional or successor General Partner in accordance with Section 11.01 hereof, or the occurrence of any other event that results in the General Partner ceasing to be a general partner of the Partnership under the Act, provided the Partnership shall not be dissolved and required to be wound up in connection with any of the events specified in this clause (b) if (i) at the time of the occurrence of such event there is at least one (1) remaining general partner of the Partnership who is hereby authorized to and does carry on the business of the Partnership, or (ii) within ninety (90) days after the occurrence of such event, all remaining Partners agree in writing to continue the businesses of the Partnership and to the appointment, effective as of the date of such event, if required, of one (1) or more additional general partners of the Partnership;

(c) A written determination by the General Partner to dissolve the Partnership;

(d) The affirmative vote of holders of seventy-five (75%) or more of the Outstanding Units to dissolve the Partnership;

(e) The sale by the Partnership of all or substantially all of the Partnership's assets; or

(f) The entry of a decree of judicial dissolution under Section 17-802 of the Act.

Section 13.03. Notice of Dissolution. Upon the dissolution of the Partnership, the General Partner or the Liquidating Trustee, as the case may be, shall promptly notify the Partners of such dissolution.

Section 13.04. Liquidation. Upon dissolution of the Partnership, the General Partner, or, in the event that the dissolution is caused by an event described in Section 13.02(b) hereof

and there is no other General Partner, a Person or Persons who may be approved by a Majority Vote as the Liquidating Trustee, shall immediately commence to wind up the Partnership's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the Partners to minimize the normal losses attendant upon a liquidation. The Partners shall continue to share Profits and Losses during liquidation in the same proportions as specified in Article V hereof as before liquidation. Each Partner shall be furnished with a statement prepared by the Partnership's certified public accountant that shall set forth the assets and liabilities of the Partnership as of the date of dissolution. The proceeds of liquidation shall be distributed, as realized, in the following order and priority:

(a) To creditors of the Partnership, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Partnership (whether by payment or the making of reasonable provision for payment thereof); and

(b) To distribute to the Partners the remaining proceeds of liquidation in accordance with the Capital Account balances of the Partners.

Section 13.05. Methods Of Liquidation. The Partnership may be liquidated by either:

(a) Selling the Partnership assets and distributing the net proceeds therefrom in the manner provided in Section 13.04 hereof. Any net gain or loss realized by the Partnership on the sale or other disposition of Partnership assets in the process of the liquidation of the Partnership shall be allocated to the Partners in the ratios specified for allocating Profits or Losses in Article V hereof; or

(b) Subject to the order of priority set forth in Section 13.04 hereof, distributing the Partnership assets proportionately to the Partners in kind with each Partner accepting an undivided interest in the Partnership assets, subject to Partnership liabilities, in satisfaction of its proportionate interests in the Partnership.

Section 13.06. Termination of Partnership. The Partnership shall terminate when all of the assets of the Partnership, after payment of or due provision for all debts, liabilities and obligations of the Partnership, shall have been distributed to the Partners in the manner provided for in Article XIII hereof, and the Certificate of Limited Partnership shall have been canceled in the manner required by the Act.

ARTICLE XIV

ARBITRATION

Section 14.01. Dispute Resolution. To the fullest extent permitted by the Act and other

applicable law, any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in accordance and to the extent permitted by the Uniform Arbitration Act (10 Del.C. Section 5701, *et seq.*) (the "Delaware Arbitration Act") and, to the extent not inconsistent therewith, the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), as amended and in effect on the date that demand for arbitration is filed with the AAA. The parties hereto agree that any such controversy shall be submitted to three (3) arbitrators. Each party shall select one (1) arbitrator. The two (2) arbitrators selected shall then choose a third arbitrator. The arbitrator's ruling shall be binding and conclusive upon the parties hereto to the fullest extent permitted by law. Any arbitration shall occur in Wilmington, Delaware, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrators shall be governed by and shall apply the substantive law of the State of Delaware in making their award and their ruling shall be binding and conclusive upon the parties hereto. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its or its own experts, evidence, and legal counsel.

**ARTICLE XV
POWER OF ATTORNEY**

Section 15.01. Appointment of General Partner. Each Limited Partner hereby irrevocably constitutes and appoints the General Partner and any Liquidating Trustee as its true and lawful attorney-in-fact, in its name, place, and stead, to make, execute, acknowledge, and file the following documents, to the extent consistent with the other provisions of this Agreement:

- (a) This Agreement, and, to the extent required by law, the Certificate of Limited Partnership;
- (b) Any fictitious or assumed-name certificates required to be filed on behalf of the Partnership;
- (c) Any application or registration to do business in any State other than, or in addition to, the State of Delaware;
- (d) Deeds, notes, mortgages, pledges, security instruments of any kind and nature, leases, and such other instruments as may be necessary to carry on the business of the Partnership; provided that no such instrument shall increase the personal liability of the Limited Partners;
- (e) All certificates and other instruments that the General Partner deems appropriate or necessary to form and qualify, or continue the qualification of, the Partnership as a limited partnership in the State of Delaware and all jurisdictions in which the Partnership

may intend to conduct businesses or own property;

(f) Any duly adopted amendment to or restatement of this Agreement or the Certificate of Limited Partnership;

(g) All conveyances and other instruments or documents that the General Partner deems appropriate or necessary to effect or reflect the dissolution, liquidation and termination of the Partnership pursuant to the terms of this Agreement (including a certificate of cancellation);

(h) Any and all financing statements, continuation statements, mortgages or other documents necessary to grant to or perfect for secured creditors of the Partnership, including the General Partner and its Affiliates, a security interest, mortgage, pledge or lien on all or any of the assets of the Partnership; and

(i) All other instruments as the attorneys-in-fact or any of them may deem necessary or advisable to carry out fully the provisions of this Agreement in accordance with its terms.

Section 15.02. Power Coupled with Interest. It is expressly intended by each Limited Partner that the power of attorney granted by Section 15.01 hereof is coupled with an interest, shall be irrevocable, and shall survive and not be affected by the subsequent disability or incapacity of such Limited Partner (or if such Limited Partner is a corporation, partnership, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof).

ARTICLE XVI

MISCELLANEOUS

Section 16.01. Notices. All notices provided for in this Agreement shall be in writing and shall be personally delivered, or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmittal by telegram, telefax or telecopier, as follows:

(a) If given to the Partnership, in care of the General Partner at its mailing address set forth on Schedule A attached hereto;

(b) If given to a General Partner, at its mailing address set forth on Schedule A attached hereto; or

(c) If given to any Limited Partner, at the address set forth opposite its name on Schedule A attached hereto, or at such other address as such Limited Partner may hereafter designate by written notice to the Partnership.

Each notice, demand, request or communication that shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently given, served, sent or received for all purposes when delivered in person or when sent to a Person at the address on Schedule A attached hereto by first-class mail or by other means of written communication.

Section 16.02. Amendments.

(a) Except as provided in (b) of Section 16.02 hereof, no amendment to this Agreement shall be effective or binding upon the parties hereto without the written consent of the General Partner and a Majority Vote; provided, however, that any modification or amendment that would: (i) increase the amount of the capital contributions to be made by any Partner, (ii) increase the liability of the Limited Partners, or (iii) materially adversely affect the rights of the Limited Partners under this Agreement shall require the consent of the General Partner and each Limited Partner. Upon receipt of a written proposal executed by the Limited Partners having, in the aggregate, seventy-five percent (75%) or more of the interests in the capital of the Partnership of all the Limited Partners for the adoption of an amendment of this Agreement, or should the General Partner desire to propose such an amendment, the General Partner shall adopt and implement a plan whereby the Limited Partners may vote for or against the adoption of such an amendment.

(b) Notwithstanding anything herein to the contrary, the General Partner may amend this Partnership Agreement without the consent of any Limited Partner:

- (1) to reflect the addition or substitution of Limited Partners (made in accordance with the terms hereof) or the reduction of the Capital Accounts upon the return of capital to Limited Partners;
- (2) to add to the representations, duties or obligations of the General Partner or surrender any right or power granted to the General Partner herein, for the benefit of the Limited Partners;
- (3) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to add any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of the Agreement;
- (4) to delete or add any provision from or to this Agreement requested to be so deleted or added by a state regulatory agency, the deletion or addition of which provision is deemed by such regulatory agency to be for the benefit or protection of the Limited Partners; and
- (5) to modify any provision of this Agreement, if, in the opinion of counsel to the Partnership and the General Partner, such modification is necessary to prevent the Partnership

from being treated for tax purposes as an association taxable as a corporation, rather than being taxable as a partnership, to prevent the Partnership from being treated as a “publicly traded partnership” as defined in the Code.

Section 16.03. Fiscal Year. The fiscal year of the Partnership shall end on December 31st of each year.

Section 16.04. Securities Act Investment Covenant. Each Partner represents and warrants that it is acquiring its interest in the Partnership for its own account, and not with a view to resale or distribution thereof within the meaning of the Securities Act of 1933, as amended, and that no such interest will be sold, transferred, hypothecated, or assigned by it in contravention of the Securities Act of 1933, as amended, or any state Blue Sky or securities statute.

Section 16.05. Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 16.06. Headings. The headings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 16.07. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.08. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the parties and, to the extent permitted by this Agreement, their successors, legal representatives, and assigns.

Section 16.09. Interpretation. Throughout this Agreement and any amendment hereto, nouns, pronouns, and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to “Articles”, “Sections” and paragraphs shall refer to corresponding provisions of this Agreement.

Section 16.10. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 16.11. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Partners had signed the same document. All

counterparts shall be construed together and shall constitute one instrument.

Section 16.12. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

GENERAL PARTNER:
REPUBLIC SERVICES OF GEORGIA GP, LLC,
a Delaware limited liability company

By: /s/ David A. Barclay
Name : David A. Barclay
Title: V.P./Sect.

INITIAL LIMITED PARTNER:
REPUBLIC SERVICES OF GEORGIA LP, LLC,
a Delaware limited liability company

By: /s/ David A. Barclay
Name: David A. Barclay
Title: V.P./Sect.

**SCHEDULE A
TO
AGREEMENT
OF
LIMITED PARTNERSHIP
OF
REPUBLIC SERVICES OF GEORGIA, LIMITED PARTNERSHIP**

The name and mailing address of the General Partner and the amount of the cash contribution to the capital of the Partnership paid by such General Partner for its general partner interest in the Partnership are as follows:

Name and Mailing Address of General Partner	Number of Units	Cash Contribution
Republic Services of Georgia GP, LLC 110 SE 6 th Street, 28 th Floor Fort Lauderdale, Florida 33301	1	\$10.00

The name and mailing address of each Limited Partner of the Partnership, as well as the number of Units purchased by such Limited Partner and the amount of the cash contribution to the capital of the Partnership paid by such Limited Partner for such Units, are as follows:

Name and Mailing Address of Limited Partner	Number of Units	Cash Contribution
Republic Services of Georgia LP, LLC 550 Six Flags Parkway Mableton, Georgia 30126	99	\$990.00

**CERTIFICATE OF INCORPORATION
OF
REPUBLIC SERVICES OF INDIANA LP, INC.**

* * * * *

1. The name of the corporation is Republic Services of Indiana LP, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
5. The board of directors is authorized to make, alter or repeal the bylaws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is:

 Laura Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 1st day of June, 2000.

/s/ Laura Vitalo

Laura Vitalo,
Sole Incorporator

AMENDED AND RESTATED BYLAWS
OF
REPUBLIC SERVICES OF INDIANA LP, INC.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same maybe amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 08/05/2002
020497932 — 3555444

CERTIFICATE OF FORMATION

OF

REPUBLIC SERVICES OF INDIANA TRANSPORTATION, LLC

1. The name of the limited liability company is REPUBLIC SERVICES OF INDIANA TRANSPORTATION, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of REPUBLIC SERVICES OF INDIANA TRANSPORTATION, LLC, this 5th day of August, 2002.

REPUBLIC SERVICES OF INDIANA TRANSPORTATION, LLC

By It's sole member: REPUBLIC SERVICES OF INDIANA, LIMITED PARTNERSHIP

By It's general partner: Republic Services, Inc.

/s/ David A. Barclay

David A. Barclay, Sr. Vice President
Assistant Secretary & General Counsel

**OPERATING AGREEMENT
FOR
REPUBLIC SERVICES OF INDIANA TRANSPORTATION, LLC**

THIS OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF INDIANA TRANSPORTATION, LLC, a Delaware limited liability company (the "Company"), is made and entered into on August 5, 2002, by Republic Services of Indiana, Limited Partnership ("RSLP"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I [Schedule of Definitions] attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The Company is formed for the principal purpose of engaging in for-hire transportation of waste, garbage, refuse, recyclable materials and other property, and otherwise managing any property owned or held by the Company. In addition, the Company may engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 832 Langsdale Avenue, Indianapolis, Indiana 46202, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSLP is, and has been admitted as the sole member of the Company, and that RSLP's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

- (a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).
 - (b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.
-

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its Member(s).

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

Section 5.3 Management Services. The Member shall not receive a regular salary or fees for services rendered in management or operation of the Company, business or property unless specifically agreed to by the Company and the Member, pursuant to a written agreement specifying the nature of the services to be provided and the compensation (including any fringe benefits) to be paid for such services. The Member shall be reimbursed by the Company for all of the Manager's reasonable business expenses relating to the Company, provided that such expenses are properly substantiated by the Member.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended,

an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

Section 7.2 Distributions. Except as otherwise provided in Section 8.3 of this Agreement, net income, net loss, and capital gain of the Company for each fiscal year shall be distributed to the Members in accordance with their respective Percentage Interests at such times as determined by a Majority in Interest of the Members but in no event later than ninety (90) days following the end of the Company's fiscal year. Notwithstanding the foregoing, a Majority in Interest of the Members may, from time to time, establish a working capital reserve or property replacement reserve or such other capital reserve as they may deem appropriate. All distributions shall be in form of cash, check, or promissory note of the Company unless a Majority in Interest of the Members agree that property may be distributed.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
-

(b) To Members to repay any loans to the Company;

(c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and

(d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Operating Agreement on August 5, 2002.

REPUBLIC SERVICES OF INDIANA,
LIMITED PARTNERSHIP

By it's general Partner
Republic Services, Inc.

By: /s/ David A. Barclay
David A. Barclay
Title: Senior Vice President, General Counsel & Assistant Secretary

SCHEDULE I
TO OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO THE OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services of Indiana, Limited Partnership, a Delaware limited partnership	\$1.00	1

CERTIFICATE OF LIMITED PARTNERSHIP
OF
REPUBLIC SERVICES OF INDIANA, LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

- I. The name of the limited partnership is Republic Services of Indiana, Limited Partnership.
- II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.
- III. The name and mailing address of each general partner is as follows:

NAME
Republic Services, Inc.

MAILING ADDRESS
110 S.E. 6th Street
28th Floor
Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of REPUBLIC SERVICES OF INDIANA, LIMITED PARTNERSHIP, as of June 1, 2000.

REPUBLIC SERVICES OF INDIANA, LIMITED PARTNERSHIP

BY: REPUBLIC SERVICES, INC.,
Its General Partner

By: /s/ David A. Barclay
David A. Barclay, Vice President & Secretary

**AGREEMENT
OF
LIMITED PARTNERSHIP
OF
REPUBLIC SERVICES OF INDIANA, LIMITED PARTNERSHIP**

THIS AGREEMENT OF LIMITED PARTNERSHIP of **REPUBLIC SERVICES OF INDIANA, LIMITED PARTNERSHIP** is made as of this 1st day of June, 2000 by and among **REPUBLIC SERVICES, INC.**, a Delaware corporation (the "General Partner"), **REPUBLIC SERVICES OF INDIANA LP, INC.**, a Delaware corporation (the "Initial Limited Partner"), and the Persons who become limited partners of the Partnership in accordance with the provisions hereof and whose names are set forth as Limited Partners on Schedule A attached hereto.

WITNESSETH:

WHEREAS, the General Partner has heretofore formed the Partnership by filing a Certificate of Limited Partnership with the office of the Secretary of State of the State of Delaware on June 1, 2000; and

WHEREAS, the parties hereto desire to provide for the governance of the Partnership and to set forth in detail their respective rights and duties relating to the Partnership.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"Act" means the Delaware Revised Uniform Limited Partnership Act, 6 Del.C. Section 17-101, et seq., as amended from time to time.

"Additional Units" has the meaning set forth in Section 4.03(a) hereof.

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Agreement of Limited Partnership of the Partnership, as amended, modified, supplemented or restated from time to time.

“Bankruptcy” means, with respect to any Partner, (i) the filing by a Partner of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code (or corresponding provisions of future laws) or any other federal or state insolvency law, or the filing by a Partner of an answer consenting to or acquiescing in any such petition, (ii) the making by a Partner of any assignment for the benefit of its creditors or the admission by a Partner in writing of its inability to pay its debts as they mature, (iii) the filing of an involuntary petition under Title 11 of the United States Code (or corresponding provisions of future laws), an application for the appointment of a receiver for the assets of a Partner, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other federal or state insolvency law, provided that the same shall not have been vacated, set aside or stayed within a sixty (60) day period after the occurrence of such event, or (iv) the entry against it of a final and nonappealable order for relief under any bankruptcy, insolvency or similar law now or hereafter in effect.

“Capital Account” means, with respect to any Partner, the account maintained for such Partner in accordance with the provisions of Section 4.05 hereof.

“Capital Contribution” means, with respect to any Partner, the aggregate amount of money contributed to the Partnership by such Partner pursuant to Sections 4.01, 4.02, 4.03 and 4.04 hereof.

“Certificate of Limited Partnership” means the Certificate of Limited Partnership and any and all amendments thereto and restatements thereof filed on behalf of the Partnership with the office of the Secretary of State of the State of Delaware.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Agreement, as such specific section or such corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

“Covered Person” has the meaning set forth in Section 12.01(a) hereof.

“Disabling Conduct” shall mean conduct that constitutes fraud, willful misconduct, bad faith or gross negligence.

“General Partner” means Republic Services, Inc., a Delaware corporation, and includes any

Person who becomes an additional or successor general partner of the Partnership pursuant to the provisions of this Agreement.

“Indemnified Person” has the meaning set forth in Section 12.02(a); hereof.

“Initial Limited Partner” means Republic Services of Indiana LP, Inc., a Delaware corporation, in its capacity as a limited partner of the Partnership.

“Liquidating Trustee” means the General Partner, or if there is no General Partner, a Person or Persons who may be approved by a Majority Vote.

“Limited Partner” means any Person named as a limited partner of the Partnership on Schedule A attached hereto and includes any Person admitted as an additional limited partner of the Partnership or a substituted limited partner of the Partnership pursuant to the provisions of this Agreement, and “Limited Partners” means two (2) or more of such Persons when acting in their capacities as limited partners of the Partnership.

“Majority Vote” means the written approval of, or the affirmative vote by, the holders of a majority of the Outstanding Units.

“Net Cash Flow” means, for each fiscal year or other period of the Partnership, the gross cash receipts of the Partnership from all sources, but excluding all Capital Contributions and any amounts that are held by the Partnership as a collection agent or in trust for others or that are otherwise not unconditionally available to the Partnership, less all amounts paid by or for the account of the Partnership during the same fiscal year or period (including, without limitation, payments of principal and interest on any Partnership indebtedness), and less any amounts determined by the General Partner to be necessary to provide a reasonable reserve for working-capital needs or to provide funds for any other contingencies of the Partnership. Net Cash Flow shall be determined in accordance with generally accepted accounting principles.

“Outstanding Units” means the number of Units shown on the books and records of the Partnership to be outstanding other than Units held by the Partnership; provided, however, that for purposes of a written approval or affirmative vote required to take any action hereunder, the number of Outstanding Units shall not include Units held by an assignee who has not been admitted as a Limited Partner pursuant to the terms of this Agreement.

“Partner” means any General Partner or Limited Partner, and “Partners” means two (2) or more such Persons.

“Partnership” means Republic Services of Indiana, Limited Partnership, a Delaware limited partnership, the limited partnership heretofore formed and continued under and pursuant to the Act

and this Agreement.

“Person” includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or other period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss).

“Record Date” means the date established by the General Partner as the record date for purposes of any entitlement hereunder.

“Record Holder” means the Limited Partner or assignee in whose name a Unit is registered on the books and records of the Partnership and, as applied to the General Partner’s interest in the Partnership, the owner thereof, in each case as of the close of business on any Record Date.

“Substituted Limited Partner” means a Person who is admitted to the Partnership as a Limited Partner pursuant to this Agreement in place of a Limited Partner or an assignee, and who is named as a Limited Partner on Schedule A attached hereto.

“Successor” means any Person who becomes (i) an assignee of a General Partner’s interest in the Partnership, or part thereof (whether or not such assignee becomes an additional or successor General Partner pursuant to this Agreement), (ii) an assignee of a Limited Partner’s interest in the Partnership, or part thereof (whether or not such assignee becomes a Limited Partner pursuant to this Agreement), or (iii) an assignee of a Successor,

“Tax Matters Partner” has the meaning set forth in Section 10.06(a) hereof.

“Term” has the meaning set forth in Section 2.08 hereof.

“Treasury Regulations” means the income-tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unit” means an interest of a Limited Partner or an assignee in the Partnership representing such fractional part of the interests of all Limited Partners or assignees pursuant to this Agreement as is equal to the quotient of one divided by the number of Outstanding Units.

ARTICLE II
CONTINUATION AND PURPOSES

Section 2.01. Continuation. The parties hereto hereby continue the Partnership as a limited partnership under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Partners shall be as provided in the Act, except as otherwise provided herein.

Section 2.02. Name. The name of the Partnership heretofore formed and continued hereby is "Republic Services of Indiana, Limited Partnership", unless and until the name of the Partnership is changed by the General Partner, in its sole discretion, and an appropriate amendment to the Certificate of Limited Partnership is filed as required by the Act. The Partnership's businesses may be conducted under the name of the Partnership or any other name or names deemed advisable by the General Partner, including the name of the General Partner or any Affiliate thereof. The words "Limited Partnership," "L.P." or similar words or letters shall be included in the Partnership's name where necessary for the purposes of complying with the laws of any jurisdiction that so requires.

Section 2.03. Principal Place of Business. The principal place of business of the Partnership shall be located at 6231 McBeth Road, Fort Wayne, Indiana 46809. The General Partner may here after change the principal place of business of the Partnership to such other place or places as the General Partner may determine from time to time in its sole discretion. The General Partner shall give notice of any such change to the Limited Partners. The Partnership may maintain such other offices at such other places as the General Partner deems advisable.

Section 2.04. Registered Office. The address of the registered office of the Partnership in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801.

Section 2.05. Registered Agent. The Partnership's registered agent for service of process on the Partnership in the State of Delaware is the Corporation Trust Company.

Section 2.06. Purposes. The purpose and business of the Partnership shall be any businesses which may lawfully be conducted by a limited partnership formed pursuant to the Act, including primarily, but without limitation, integrated solid waste services; the carrying on of any business relating thereto or arising therefrom; and anything incidental or necessary to the foregoing.

Section 2.07. Powers. The Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes and business described herein and for the protection and benefit of the Partnership, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Partnership by the General Partner pursuant to Article VIII hereof. The Partnership, and the General Partner on behalf of the Partnership, may enter into and perform any contracts necessary to carry

out the business of the Partnership without any further act, vote or approval of any Partner notwithstanding any other provision of this Agreement, the Act or other applicable law, rule or regulation. The General Partner is hereby authorized to enter into the agreements described in the preceding sentence on behalf of the Partnership, but such authorization shall not be deemed a restriction on the power of the General Partner to enter into other agreements on behalf of the Partnership.

Section 2.08. Term. The term of the Partnership (the "Term") commenced on the date the Certificate of Limited Partnership was filed in the office of the Secretary of State of the State of Delaware and shall continue until the 1st day of December 2020 unless dissolved before such date in accordance with the provisions of this Agreement or extended beyond December 1, 2020 pursuant to a majority Vote and the consent of the General Partner.

ARTICLE III

NAMES AND ADDRESSES OF PARTNERS

Section 3.01. General Partner. The name and mailing address of the General Partner are set forth on Schedule A attached hereto and made a part hereof.

Section 3.02. Limited Partners. The names and addresses of the Limited Partners are set forth on Schedule A attached hereto and made a part hereof. A Person shall be deemed admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner on Schedule A attached hereto. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

ARTICLE IV

CAPITAL CONTRIBUTIONS, SALE OF UNITS, AND CAPITAL ACCOUNTS

Section 4.01. General Partner Initial Capital Contributions. The General Partner has contributed in cash to the capital of the Partnership the amount set forth opposite the General Partner's name on Schedule A attached hereto. Such amount constitutes the agreed value of the contribution made by the General Partner.

Section 4.02. Limited Partner Initial Capital Contributions. Each Limited Partner has contributed in cash to the capital of the Partnership the amount set forth opposite the Limited Partner's name on Schedule A attached hereto. Such amount constitutes the agreed value of the

contribution made by each Limited Partner.

Section 4.03. Sale of Additional Limited Partner Interests.

(a) The General Partner and the Partnership are hereby authorized to raise additional Partnership capital by offering and selling, or causing to be offered and sold, additional limited partner interests in the Partnership (the "Additional Units") in such amounts and on such terms as the General Partner in its sole discretion may determine. Each Person who subscribes for any of the Additional Units shall be admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner on Schedule A attached hereto. Each such Person shall pay in cash to the Partnership, as its Capital Contribution, the purchase price for such Additional Units upon its subscription therefor.

(b) The General Partner, in its individual capacity, may purchase for cash such number of Additional Units as the General Partner, in its sole discretion, may desire to purchase. Each Additional Unit held by the General Partner shall represent an interest in the Partnership as a Limited Partner that shall include all rights and obligations of a Limited Partner. As the holder of Units the General Partner shall be admitted to the Partnership as a limited partner of the Partnership.

Section 4.04. Additional Capital Contributions.

(a) If the General Partner determines, in its sole discretion, that the Partnership requires additional capital contributions from the Partners, then written notice thereof shall promptly be given to all Partners. Upon the date specified in such notice, which date shall not be less than fifteen (15) days after the date such notice is delivered or mailed, as the case may be, in accordance with Section 16.01 hereof, the Partners shall contribute to the Partnership in cash their pro rata share, based on their respective Capital Contributions, of the total amount of additional capital required by the Partnership.

(b) No Limited Partner shall be required to make any contribution to the capital of the Partnership other than the Capital Contribution required to be made by such Limited Partner pursuant to Sections 4.02, 4.03 or 4.04(a) hereof.

Section 4.05. Capital Accounts.

(a) An individual Capital Account shall be established and maintained for each Partner and each Successor who hereafter owns an interest in the Partnership. The original Capital Account established for any Successor shall be in the same amount as, and shall replace, the Capital Account of the Person whom such Successor succeeds, and, for purposes of this Agreement, such Successor shall be deemed to have made the Capital Contribution of the Person whom such Successor succeeds. To the extent a Successor acquires less than the entire interest in the

Partnership of the Person it succeeds, the original Capital Account of such Successor and its Capital Contribution shall be in proportion to the interest it acquires, and the Capital Account of the Person who retains a partial interest in the Partnership, and the amount of its Capital Contribution, shall be reduced in proportion to the interest it retains.

(b) A separate Capital Account shall be established for each Partner on the books of the Partnership on the date on which such Partner makes its Initial Capital Contribution, as provided in Sections 4.01 and 4.02 hereof. The foregoing provisions and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations and shall be interpreted and applied in a manner consistent with the Treasury Regulations.

Section 4.06. Status of Capital Contributions.

(a) Except as otherwise provided in this Agreement, the amount of a Partner's or a Successor's Capital Contribution may be returned to it, in whole or in part, at any time, but only upon (i) the consent of the General Partner (which consent the General Partner may withhold in its sole discretion), and (ii) the approval of a majority in interest in the capital of the Partnership among all Partners. Any such return of Capital Contribution shall be pro rata to all Partners and Successors in accordance with their then proportionate interests in Partnership capital. Notwithstanding the foregoing, no return of a Partner's or a Successor's Capital Contribution shall be made hereunder if such distribution would not comply with the requirements of Section 17-607 of the Act or other applicable law. Under circumstances requiring a return of any Capital Contribution, no Partner or Successor shall have the right to demand or receive property other than cash except as may be specifically provided in this Agreement.

(b) No Partner or Successor shall receive any interest, salary, or drawing with respect to its Capital Contribution or its Capital Account or for services rendered on behalf of the Partnership or otherwise in its capacity as a Partner or Successor, except as otherwise specifically provided in this Agreement.

(c) Except as provided in the Act or in this Agreement, no Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as provided in the Act or in this Agreement, a Limited Partner shall be liable only to make its Capital Contribution pursuant to Sections 4.02, 4.03 and 4.04(a) hereof and shall not be required to lend any funds to the Partnership and, after its Capital Contribution has been paid pursuant to Sections 4.02, 4.03 and 4.04(a) hereof, to make any additional Capital Contribution to the Partnership. No General Partner shall have any personal liability for the repayment of any Capital Contribution of any Limited Partner.

Section 4.07. Advances. If any Partner or Successor shall advance any funds to the Partnership in excess of its Capital Contribution, the amount of such advance shall neither increase its Capital Account nor entitle it to any increase in its share of the distributions of the Partnership. The amount of any such advance shall be a debt obligation of the Partnership to such Partner or Successor and shall be repaid to it by the Partnership with such interest and upon such other terms and conditions as shall be mutually determined by such Partner or Successor and the General Partner. Any such advance shall be payable and collectible only out of the Partnership assets, and the Partners shall not be personally obligated to repay any part thereof. No Person who makes any nonrecourse loan to the Partnership shall have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital, or property of the Partnership, other than as a secured creditor.

**ARTICLE V
ALLOCATIONS**

Section 5.01. Profits. Profits for any fiscal year shall be allocated to the Partners in proportion to the Partnership Interests in effect at the end of the fiscal year.

Section 5.02. Losses. Losses for any fiscal year shall be allocated to the Partners in proportion to the Partnership Interests in effect at the end of the fiscal year.

**ARTICLE VI
DISTRIBUTIONS**

Section 6.01. Net Cash Flow. Except as otherwise provided in Article XIII hereof (relating to the dissolution of the Partnership), any distribution of the Net Cash Flow of the Partnership during any fiscal year of the Partnership shall be made to the Partners in shares proportionate to their respective Capital Contributions.

Section 6.02. Distribution Rules.

- (a) All distributions pursuant to Section 6.01 hereof shall be at such times and in such amounts as shall be determined by the General Partner, in its sole discretion.
- (b) Any distributions made by the Partnership pursuant to Section 6.01 hereof shall be made only in cash.

Section 6.03. Restricted Distributions. Notwithstanding any provision to contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not make a distribution to any Partner on account of its interest in the Partnership if such distribution would violate Section 17-607 of the Act or other applicable law.

ARTICLE VII

REIMBURSEMENT OF EXPENSES TO GENERAL PARTNER

Section 7.01. Partnership Expenses. The Partnership shall reimburse the General Partner for all ordinary and reasonably necessary out-of-pocket expenses incurred by the General Partner on behalf of the Partnership.

ARTICLE VIII

MANAGEMENT

Section 8.01. Management and Control of the Partnership. The General Partner shall have full, exclusive and complete discretion to manage and control the businesses and affairs of the Partnership, to make all decisions affecting the businesses and affairs of the Partnership and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Partnership as set forth herein. No Limited Partner or assignee, as such, shall have any authority, right or power to bind the Partnership or to manage or control, or to participate in the management or control of, the businesses and affairs of the Partnership in any manner whatsoever.

Section 8.02. Powers of General Partner. Except as otherwise expressly provided herein, the General Partner (acting on behalf of the Partnership), shall have the right, power and authority, in the management of the businesses and affairs of the Partnership, to do or cause to be done any and all acts, at the expense of the Partnership, as the case may be, deemed by the General Partner to be necessary or appropriate to effectuate the businesses, purposes and objectives of the Partnership. The power and authority of the General Partner shall include, without limitation, the power and authority:

- (1) To acquire, own, lease, sublease, manage, finance, hold, deal in, request, re-zoning of, control or dispose of any interest or rights in personal property or real property;
- (2) To negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease,

contract or security agreement in respect of any assets of the Partnership;

(3) To pay, collect, compromise, litigate, arbitrate, or otherwise adjust or settle any and all other claims or demands of or against the Partnership or to hold such proceeds against the payment of contingent liabilities;

(4) To borrow money or to obtain credit in such amounts, at such rate of interest and upon such other terms and conditions as the General Partner deems appropriate, recourse or nonrecourse, from banks, other lending institutions or any other Person, including the Partners, and pursuant to indentures, loan agreements or any other type of instrument, for any purpose of the Partnership and to secure payment of the principal of any such indebtedness and the interest thereon by mortgage, pledge, conveyance or assignment in trust of or grant security interest in the whole or any part of any or all of the property and assets of the Partnership;

(5) To make, execute, assign, acknowledge and file on behalf of the Partnership any and all documents or instruments of any kind which the General Partner may deem necessary or appropriate in carrying out the purposes and business of the Partnership; and any Person dealing with the General Partner shall not be required to determine or inquire into its authority or power to bind the Partnership or to execute, acknowledge or deliver any and all documents in connection therewith;

(6) To assume obligations, enter into contracts, including contracts of guaranty or suretyship, incur liabilities, lend money and otherwise use the credit of the Partnership, and to secure any and all obligations, contracts or liabilities of the Partnership by mortgage, pledge or other encumbrance of all or any part of the property and income of the Partnership;

(7) To invest funds of the Partnership;

(8) To employ and engage suitable agents, employees, advisors, consultants and counsel (including any custodian, investment advisor, accountant, attorney, corporate fiduciary, bank or other reputable financial institution, or any other agents, employees or Persons who may serve in such capacity for the General Partner or any Affiliate of the General Partner) to carry out any activities that the General Partner is authorized or required to carry out under this Agreement (subject to the supervision and control of the General Partner), including, without limitation, a Person who may be engaged to undertake some or all of the general management, property management, financial accounting and recordkeeping or other duties of the General Partner and to indemnify such Persons against liabilities incurred by them in acting in such capacity as on behalf of the Partnership;

(9) To employ and retain Persons as may be necessary or appropriate for the conduct of the Partnership's businesses (subject to the supervision and control of the General

Partner), including employees and agents who may be designated as officers with titles including but not limited to “chairman,” “president,” “vice president,” “treasurer,” “secretary,” “general manager,” “director” and “chief financial officer,” as and to the extent authorized by the General Partner;

(10) To register, qualify, list or report, or cause to be registered, qualified, listed or reported, this Agreement, the Units issued in connection herewith or the Partnership pursuant to the Securities Act of 1933, the Exchange Act, any other securities laws of the United States, the securities laws of any State of the United States, the laws of any other jurisdiction, the laws of any securities exchange or pursuant to an automated quotation system of a registered securities association as the General Partner deems appropriate;

(11) To qualify the Partnership to do business in any state, territory, dependency or foreign country;

(12) To sell or dispose of all or a portion of the Partnership’s assets and/or businesses for the benefit of the Partners at the times and on terms determined by the General Partner, in its sole discretion;

(13) To form or cause to be formed, and to own the stock of, one or more corporations, and to form or cause to be formed and to participate in partnerships, joint ventures, limited liability companies, trusts and other entities; and

(14) To possess and exercise any additional rights and powers of a General Partner under the partnership laws of the State of Delaware, including, without limitation, the Act and the Delaware Uniform Partnership Law (and any other applicable laws, to the extent not expressly prohibited by this Agreement).

The expression of any power or authority of the General Partner in this Agreement shall not in any way limit or exclude any other power or authority which is not specifically or expressly set forth in this Agreement. Notwithstanding any of the foregoing, the Partnership shall be operated in such a manner as the General Partner deems reasonable and necessary or appropriate to preserve the limited liability of the Limited Partners.

Section 8.03. Outside Businesses. Any Partner, or Affiliate thereof, may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the businesses of the Partnership, and neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the businesses of the Partnership, shall not be deemed wrongful or improper. No Partner or Affiliate thereof shall be obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by

the Partnership, and any Partner or Affiliate shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

Section 8.04. Relationships with Affiliates. The Partnership may enter into any agreement or contract with the General Partner, any Person who is an Affiliate of the General Partner, any Limited Partner, any Affiliate of a Limited Partner, or any agent of the General Partner or the Partnership without the prior approval of any other Partners, provided that any such agreement or contract shall contain substantially such terms and conditions as would be contained in a similar agreement or contract entered into by the Partnership as the result of arm's-length negotiations from a comparable unaffiliated disinterested third party.

Section 8.05. Title to Assets of the Partnership. Title to assets of the Partnership, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such assets of the Partnership or any portion thereof. Title to any or all of the assets of the Partnership may be held in the name of the Partnership, the General Partner or in the name of one or more nominees, as the General Partner may determine. The General Partner declares and warrants that any assets of the Partnership for which legal title is held in the name of the General Partner shall be held in trust by the General Partner for the use and benefit of the Partnership in accordance with the terms and provisions of this Agreement. All assets of the Partnership shall be recorded as the property of the Partnership on its books and records, irrespective of the name in which legal title to such assets of the Partnership is held.

Section 8.06. Purchase or Sale of Units. The General Partner may, on behalf of and for the account of the Partnership, purchase or otherwise acquire Units and, following any such purchase or acquisition, may sell or otherwise dispose of any such Units in accordance with applicable law.

Section 8.07. Resolution of Conflicts of Interest.

(a) Unless otherwise expressly provided herein, (i) whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, or a Limited Partner on the other hand, or (ii) whenever this Agreement or any other agreement contemplated herein or therein provides that the General Partner shall act in a manner which is, or provides terms which are, fair and reasonable to the Partnership, or any Limited Partner, the General Partner shall resolve such conflict of interest, taking such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the General Partner, the resolution, action or terms so made, taken or provided by the General Partner shall not constitute a breach of this

Agreement or any other agreement contemplated herein or of any duty or obligation of the General Partner at law or in equity or otherwise.

(b) Whenever in this Agreement the General Partner is permitted or required to make a decision (i) in its "sole discretion" or "discretion" or under a grant of similar authority or latitude, the General Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership or the Limited Partners, or (ii) in its "good faith" or under another expressed standard, the General Partner shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein or by relevant provisions of law or in equity or otherwise.

Section 8.08. Merger. The Partnership may merge with, or consolidate into, another business entity (as defined in Section 17-211(a) of the Act) upon the approval by the General Partner and a Majority Vote of the Limited Partners. In accordance with Section 17-211 of the Act (including Section 17-211(g) of the Act), notwithstanding anything to the contrary contained in this Agreement, an agreement of merger or consolidation approved by the General Partner and a Majority Vote of the Limited Partners, may (A) effect any amendment to this Agreement, or (B) effect the adoption of a new partnership agreement for the Partnership if it is the surviving or resulting limited partnership of the merger or consolidation. Any amendment to this Agreement or adoption of a new partnership agreement made pursuant to the foregoing sentence shall be effective at the effective time or date of the merger or consolidation. For purposes of any vote required by the Limited Partners in connection with any merger or consolidation, the Limited Partners shall be treated for purposes of voting as a single class of limited partners. The provisions of Section 8.08 hereof shall not be construed to limit the accomplishment of a merger or of any of the matters referred to herein by any other means otherwise permitted by law.

ARTICLE IX LIMITED PARTNERS

Section 9.01. Liability of Limited Partners. Except as otherwise expressly required by law, a Limited Partner, in its capacity as such, shall have no liability in excess of (i) the amount of its Capital Contribution, (ii) its share of any undistributed profits and assets of the Partnership, (iii) its obligation to make other payments expressly provided for in this Agreement, and (iv) the amount of any distributions wrongfully distributed to it. It is the intent of the parties hereto that no distribution to any Limited Partner shall be deemed a return of any money or other property in violation of the Act. The payment of any such money or distribution of any such property to a Limited Partner shall be deemed to be a compromise within the meaning of Section 17-502(b) of the Act, and the Limited Partner receiving any such money or property shall not be required to return any such money or property to any Person, the Partnership or any creditor of the Partnership. However, if any court

of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Limited Partner is obligated to return such money or property, such obligation shall be the obligation of such Limited Partner and not of the General Partner.

Section 9.02. No Management by Limited Partners. No Limited Partner, in its capacity as such, shall take part in the day-to-day management, operation or control of the business and affairs at the Partnership. The Limited Partner shall not have any right, power, or authority to transact any business in the name of the Partnership or to act for or on behalf of or to bind the Partnership. A Limited Partner shall have no rights other than those specifically provided herein or granted by law.

Section 9.03. Employees, Agents or Officers of the Partnership or a General Partner. A Limited Partner, or an employee, agent, director or officer of a Limited Partner, may also be an employee, agent, director or officer of the Partnership or a General Partner. The existence of these relationships and acting in such capacities will not result in a Limited Partner being deemed to be participating in the control of the business of the Partnership or otherwise affect the liability of the Limited Partner or the Person so acting.

ARTICLE X

BOOKS, RECORDS, AND FINANCIAL STATEMENTS

Section 10.01. Records and Access to Records. At all times during the continuation of the Partnership, the General Partner shall keep or cause to be kept full and true books of account maintained in accordance with generally accepted accounting principles consistently applied in which shall be entered fully and accurately each transaction of the Partnership. Such books of account, together with a copy of this Agreement and of the Certificate of Limited Partnership, shall at all times be maintained at the principal place of business of the Partnership and shall be open to inspection and examination at reasonable times by all Partners and their duly authorized representatives for any purpose reasonably related to such Partner's interest as a partner in the Partnership. The books of account and the records of the Partnership shall be examined by and reported upon as of the end of each fiscal year of the Partnership by a firm of independent certified public accountants of national reputation selected by the General Partner.

Section 10.02. Confidentiality Provisions and Limitations on Access. Notwithstanding any other provision of this Agreement, the General Partner may, to the maximum extent permitted by applicable law, keep confidential from the Limited Partners any information the disclosure of which the General Partner reasonably believes is not in the best interest of the Partnership or is adverse to the interests of the Partnership or which the Partnership or the General Partner is required by law or by an agreement with any Person to keep confidential.

Section 10.03. Reports to Partners.

(a) The General Partner shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Partnership and the following documents that shall be transmitted to each Partner at the times hereinafter set forth:

(1) Within three (3) months after the close of each fiscal year of the Partnership, the following financial statements, examined by and certified to by the independent certified public accountants referred to in Section 10.01 hereof:

- (i) Balance sheet of the Partnership as of the beginning and close of such year;
- (ii) Statement of Partnership Profits and Losses for such year; and
- (iii) Statement of such Partner's Capital Account as of the close of such year, and changes therein during such year.

(2) Within three (3) months after the close of each fiscal year of the Partnership, the following documents:

- (i) A statement indicating such Partner's share of each item of Partnership income, gain, loss, deduction, or credit for such year for income-tax purposes; and
- (ii) A copy of each income-tax return, federal or state, filed by the Partnership for such year.

(b) All information contained in any statement or other document distributed to any Partner pursuant to Section 10.03 hereof shall be deemed accurate, binding, and conclusive with respect to such Partner unless written disapproval is made thereto by such Partner to the Partnership within twenty (20) days after the receipt of such statement or other document by such Partner.

Section 10.04. Bank or Brokerage Accounts. All funds of the Partnership shall be deposited in the Partnership name in such bank or brokerage account or accounts as shall be designated by the General Partner. Withdrawals from any such bank or brokerage account or accounts shall be made upon such signature or signatures as the General Partner may designate.

Section 10.05. Right to Make Section 754 Election. The General Partner may, in its sole discretion, make or revoke, on behalf of the Partnership, an election in accordance with Section 754 of the Code, so as to adjust the basis of Partnership property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a transfer of a Partnership interest

within the meaning of Section 743 of the Code. Each of the Partners shall, upon request of the General Partner, supply the information necessary to give effect to such an election.

Section 10.06. Tax Matters Partner.

(a) The General Partner is hereby designated as the "Tax Matters Partner" of the Partnership within the meaning of Section 6231(a)(7) of the Code and shall have the power to manage and control, on behalf of the Partnership, any administrative proceeding at the Partnership level with the Internal Revenue Service relating to the determination of any item of Partnership income, gain, loss, deduction, or credit for federal income-tax purposes.

(b) The Tax Matters Partner shall comply with all statutory provisions of the Code applicable to a "tax matters partner" and shall, without limitation, within thirty (30) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Partnership level relating to the determination of any Partnership item of income, gain, loss, deduction, or credit, mail a copy of such notice to each Partner.

ARTICLE XI

ASSIGNABILITY; ADMISSION AND WITHDRAWAL OF PARTNERS

Section 11.01. Assignability of a General Partner's Interest in the Partnership. A General Partner may not sell, transfer, assign, pledge, encumber, mortgage, or otherwise hypothecate (hereinafter in this Article XI hereof collectively referred to as "assign" or "assignment") the whole or any part of its interest as a General Partner in the Partnership without the prior Majority Vote of the Limited Partners. An assignee of all or part of the interest of a General Partner in the Partnership shall be admitted to the Partnership as a general partner of the Partnership only if a Majority Vote of the Limited Partners approves in writing the admission of such assignee as an additional or successor General Partner. If such vote is obtained, the admission shall be effective upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that such Person has been admitted to the Partnership as a general partner of the Partnership, and shall occur, and for all purposes shall be deemed to have occurred, immediately prior to the time the assignor ceases to be a general partner of the Partnership. Upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that a General Partner is no longer a general partner of the Partnership, such General Partner shall at that time cease to be a general partner of the Partnership.

Section 11.02. Assignability of a Limited Partner's Interest in the Partnership. No Limited Partner may assign the whole or any part of its interest in the Partnership without the prior written consent of the General Partner, which consent shall not be unreasonably withheld (taking into

account the best interests of the Partnership). If the prior written consent of the General Partner is obtained for any such assignment, such assignment shall, nevertheless, not entitle the assignee to become a Substituted Limited Partner or to be entitled to exercise or receive any of the rights, powers or benefits of a Limited Partner other than the right to receive distributions to which the assigning Limited Partner would be entitled, unless the assigning Limited Partner designates, in a written instrument delivered to the General Partner, its assignee to become a Substituted Limited Partner and the General Partner, in its sole discretion, consents to the admission of such assignee as a Limited Partner; and provided further, that such assignee shall not become a Substituted Limited Partner without having first executed an instrument reasonably satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement, including a counterpart signature page to this Agreement, and without having paid to the Partnership a fee sufficient to cover all reasonable expenses of the Partnership in connection with its admission as a Substituted Limited Partner.

Section 11.03. Recognition of Assignment by Partnership. No assignment, or any part thereof, that is in violation of Article XI hereof shall be valid or effective, and neither the Partnership nor the General Partner shall recognize the same for the purpose of making distributions of Partnership Net Cash Flow pursuant to Section 6.01 hereof with respect to such Partnership interest, or part thereof. Neither the Partnership nor the General Partner shall incur any liability as a result of refusing to make any such distributions to the transferee of any such invalid assignment.

Section 11.04. Effective Date of Assignment. Any valid assignment of a Limited Partner's interest in the Partnership, or part thereof, pursuant to the foregoing provisions of Section 11.02 hereof shall be effective as of the close of business on the last day of the calendar month in which the General Partner gives its written consent to such assignment (or the last day of the calendar month in which such assignment occurs, if later). The Partnership shall, from the effective date of such assignment, thereafter pay all further distributions of Net Cash Flow, on account of the Partnership interest (or part thereof) so assigned, to the assignee of such interest, or part thereof. As between any Partner and its assignee, Profits and Losses for the fiscal year of the Partnership in which such assignment occurs shall be apportioned for federal income-tax purposes in accordance with any manner permitted under Section 706(d) of the Code as such Partner and its assignee may agree to.

Section 11.05. Death, Incompetency, Bankruptcy, or Dissolution of a Limited Partner. The death, incompetency, Bankruptcy, dissolution or other cessation to exist as a legal entity of a Limited Partner shall not, in and of itself, dissolve the Partnership. In any such event, the legal representative or successor of such Limited Partner may exercise all of the rights of such Limited Partner for the purpose of settling its estate or administering its property, subject to the terms and conditions of this Agreement, including any power of an assignee to become a Limited Partner.

Section 11.06. Withdrawal from the Partnership. Except as provided in this Agreement, a General Partner or a Limited Partner may not withdraw as a general partner of the Partnership or as a limited partner of the Partnership, as the case may be.

Section 11.07. Removal of General Partner. A General Partner may be removed as a general partner of the Partnership with or without cause upon (i) the approval of the Limited Partners having, in the aggregate, not less than eighty percent (80%) of the Outstanding Units, and (ii) the election by such Limited Partners of a successor General Partner. Upon any such election, all Partners shall be bound thereby and shall be deemed to have approved thereof. Such successor General Partner shall be deemed admitted to the Partnership immediately prior to the removal of the predecessor General Partner and shall continue the Partnership without dissolution. A successor General Partner shall be admitted as a general partner of the Partnership upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that the successor General Partner has been admitted as a general partner of the Partnership and that the removed General Partner is no longer a general partner of the Partnership.

ARTICLE XII

EXCULPATION AND INDEMNIFICATION OF THE GENERAL PARTNER AND OTHER INDEMNIFIED PERSONS

Section 12.01. Exculpatory Provisions.

(a) Notwithstanding any other terms of this Agreement, whether express or implied, or obligation or duty at law or in equity, neither the General Partner, its Affiliates, nor any of their respective officers, directors, shareholders, partners, employees, representatives or agents nor any officer, employee, representative or agent of the Partnership and its Affiliates (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Partnership or any Partner for any act or omission (in relation to the Partnership, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by a Covered Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Partnership and is within the scope of authority granted to such Covered Person by this Agreement, provided that such act or omission does not constitute Disabling Conduct.

(b) A Covered Person may rely and shall incur no liability in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature or writing reasonably believed by it to be genuine, and may rely on a certificate signed by an officer of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge and may rely on an opinion of counsel selected by such Covered Person with respect to legal matters unless such Covered Person acts in bad faith.

Section 12.02. Indemnification of General Partner and Other Indemnified Persons.

(a) To the fullest extent permitted by law, the Partnership shall indemnify and hold harmless the General Partner, its Affiliates and all directors, officers, shareholders, partners, employees, representatives and agents of the General Partner and its Affiliates and all officers, employees, representatives and agents of the Partnership and its Affiliates (individually, an "Indemnified Person" and collectively, the "Indemnified Persons") from and against any and all losses, claims, demands, liabilities, expenses (including all fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management or the affairs of the Partnership, or the General Partner or its status as a General Partner, an Affiliate thereof, or partner, director, officer, stockholder, employee, representative or agent thereof or of the Partnership or a Person serving at the request of the Partnership, the General Partner or any Affiliate thereof in another entity in a similar capacity, which relates to or arises out of the Partnership, its property, its businesses or affairs, and regardless of whether the liability or expense accrued at or relates to, in whole or in part, any time before, on or after the date hereof. The negative disposition of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnified Person acted in a manner contrary to the standard set forth in Section 12.02(b) hereof. Any indemnification pursuant to Section 12.02 hereof shall be made only out of the assets of the Partnership.

(b) An Indemnified Person shall not be entitled to indemnification under Section 12.02 hereof with respect to any claim, issue or matter in which it has engaged in Disabling Conduct; provided, however, that a court of competent jurisdiction, may determine upon application that, despite such Disabling Conduct, in view of all the circumstances of the case, the Indemnified Person is fairly and reasonably entitled to indemnification for such liabilities and expenses as the court may deem proper.

(c) To the fullest extent permitted by law, expenses (including legal fees) incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified as authorized in Section 12.02 hereof.

(d) The indemnification provided by Section 12.02 hereof shall be in addition to any other rights to which an Indemnified Person may be entitled under any agreement, by law or vote of the Partners as a matter of law or otherwise, both as to action in the Indemnified Person's capacity as the General Partner, an Affiliate thereof or a partner, director, officer, stockholder, partner, representative, employee or agent thereof, or an officer, employee, representative or agent of the Partnership or an Affiliate thereof and, as to action in any other capacity, shall continue as to

an Indemnified Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of an Indemnified Person.

(e) The General Partner and the Partnership may purchase and maintain insurance, to the extent and in such amounts as the General Partner shall, in its sole discretion, deem reasonable, on behalf of Indemnified Persons and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by such Person in connection with activities of the Partnership or such indemnities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement. The General Partner and the Partnership may enter into indemnity contracts with Indemnified Persons and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 12.02 hereof and containing such other procedures regarding indemnification as are appropriate.

(f) In no event may any Indemnified Person subject the Limited Partners to personal liability by reason of any indemnification of an Indemnified Person under this Agreement or otherwise.

(g) An Indemnified Person shall not be denied indemnification in whole or in part under Section 12.02 hereof because the Indemnified Person had an interest in the transaction with respect to which the indemnification applies if the transaction is otherwise permitted by the terms of this Agreement.

(h) The provisions of Section 12.02 hereof are for the benefit of the Indemnified Persons and their heirs, successors, assigns, administrators and personal representatives and shall not be deemed to be for the benefit of any other Persons. The provisions of Section 12.02 hereof shall not be amended in any way that would adversely affect the Indemnified Person without the consent of the Indemnified Person.

Section 12.03. Duties of a General Partner and Others Controlling a General Partner. To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, the General Partner and any other Indemnified Person acting in connection with the Partnership's businesses or affairs, shall not be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of an Indemnified Person otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of such Indemnified Person.

ARTICLE XIII
DISSOLUTION AND TERMINATION

Section 13.01. No Dissolution. The Partnership shall not be dissolved by the admission of additional Limited Partners or Substituted Limited Partners or by the admission of additional General Partners or successor General Partners in accordance with the terms of this Agreement.

Section 13.02. Events Causing Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) The expiration of the term of the Partnership, as provided in Section 2.08 hereof;

(b) The withdrawal, removal or Bankruptcy of the General Partner or assignment by the General Partner of its entire interest in the Partnership when the assignee is not admitted to the Partnership as an additional or successor General Partner in accordance with Section 11.01 hereof, or the occurrence of any other event that results in the General Partner ceasing to be a general partner of the Partnership under the Act, provided, the Partnership shall not be dissolved and required to be wound up in connection with any of the events specified in this clause (b) if (i) at the time of the occurrence of such event there is at least one (1) remaining general partner of the Partnership who is hereby authorized to and does carry on the business of the Partnership, or (ii) within ninety (90) days after the occurrence of such event, all remaining Partners agree in writing to continue the businesses of the Partnership and to the appointment, effective as of the date of such event, if required, of one (1) or more additional general partners of the Partnership;

(c) A written determination by the General Partner to dissolve the Partnership;

(d) The affirmative vote of holders of seventy- five percent (75%) or more of the Outstanding Units to dissolve the Partnership;

(e) The sale by the Partnership of all or substantially all of the Partnership's assets; or

(f) The entry of a decree of judicial dissolution under Section 17-802 of the Act.

Section 13.03. Notice of Dissolution. Upon the dissolution of the Partnership, the General Partner or the Liquidating Trustee, as the case may be, shall promptly notify the Partners of such dissolution.

Section 13.04. Liquidation. Upon dissolution of the Partnership, the General Partner, or, in the event that the dissolution is caused by an event described in Section 13.02(b) hereof and there is no other General Partner, a Person or Persons who may be approved by a Majority Vote as the Liquidating Trustee, shall immediately commence to wind up the Partnership's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the Partners to minimize the normal losses attendant upon a liquidation. The Partners shall continue to share Profits and Losses during liquidation in the same proportions as specified in Article V hereof as before liquidation. Each Partner shall be furnished with a statement prepared by the Partnership's certified public accountant that shall set forth the assets and liabilities of the Partnership as of the date of dissolution. The proceeds of liquidation shall be distributed, as realized, in the following order and priority:

(a) To creditors of the Partnership, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Partnership (whether by payment or the making of reasonable provision for payment thereof); and

(b) To distribute to the Partners the remaining proceeds of liquidation in accordance with the Capital Account balances of the Partners.

Section 13.05. Methods Of Liquidation. The Partnership may be liquidated by either:

(a) Selling the Partnership assets and distributing the net proceeds therefrom in the manner provided in Section 13.04 hereof. Any net gain or loss realized by the Partnership on the sale or other disposition of Partnership assets in the process of the liquidation of the Partnership shall be allocated to the Partners in the ratios specified for allocating Profits or Losses in Article V hereof; or

(b) Subject to the order of priority set forth in Section 13.04 hereof, distributing the Partnership assets proportionately to the Partners in kind with each Partner accepting an undivided interest in the Partnership assets, subject to Partnership liabilities, in satisfaction of its proportionate interests in the Partnership.

Section 13.06. Termination of Partnership. The Partnership shall terminate when all of the assets of the Partnership, after payment of or due provision for all debts, liabilities and obligations of the Partnership, shall have been distributed to the Partners in the manner provided for in Article XIII hereof, and the Certificate of Limited Partnership shall have been canceled in the manner required by the Act.

ARTICLE XIV
ARBITRATION

Section 14.01. Dispute Resolution. To the fullest extent permitted by the Act and other applicable law, any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in accordance and to the extent permitted by the Uniform Arbitration Act (10 Del.C. Section 5701, et seq.) (the "Delaware Arbitration Act") and, to the extent not inconsistent therewith, the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), as amended and in effect on the date that demand for arbitration is filed with the AAA. The parties hereto agree that any such controversy shall be submitted to three (3) arbitrators. Each party shall select one (1) arbitrator. The two (2) arbitrators selected shall then choose a third arbitrator. The arbitrator's ruling shall be binding and conclusive upon the parties hereto to the fullest extent permitted by law. Any arbitration shall occur in Wilmington, Delaware, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrators shall be governed by and shall apply the substantive law of the State of Delaware in making their award and their ruling shall be binding and conclusive upon the parties hereto. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its or its own experts, evidence, and legal counsel.

ARTICLE XV
POWER OF ATTORNEY

Section 15.01. Appointment of General Partner. Each Limited Partner hereby irrevocably constitutes and appoints the General Partner and any Liquidating Trustee as its true and lawful attorney-in-fact, in its name, place, and stead, to make, execute, acknowledge, and file the following documents, to the extent consistent with the other provisions of this Agreement:

- (a) This Agreement, and, to the extent required by law, the Certificate of Limited Partnership;
- (b) Any fictitious or assumed-name certificates required to be filed on behalf of the Partnership;
- (c) Any application or registration to do business in any State other than, or in addition to, the State of Delaware;
- (d) Deeds, notes, mortgages, pledges, security instruments of any kind and nature, leases, and such other instruments as may be necessary to carry on the business of the Partnership; provided that no such instrument shall increase the personal liability of the Limited Partners;

(e) All certificates and other instruments that the General Partner deems appropriate or necessary to form and qualify, or continue the qualification of, the Partnership as a limited partnership in the State of Delaware and all jurisdictions in which the Partnership may intend to conduct businesses or own property;

(f) Any duly adopted amendment to or restatement of this Agreement or the Certificate of Limited Partnership;

(g) All conveyances and other instruments or documents that the General Partner deems appropriate or necessary to effect or reflect the dissolution, liquidation and termination of the Partnership pursuant to the terms of this Agreement (including a certificate of cancellation);

(h) Any and all financing statements, continuation statements, mortgages Or other documents necessary to grant to or perfect for secured creditors of the Partnership, including the General Partner and its Affiliates, a security interest, mortgage, pledge or lien on all or any of the assets of the Partnership; and

(i) All other instruments as the attorneys-in-fact or any of them may deem necessary or advisable to carry out fully the provisions of this Agreement in accordance with its terms.

Section 15.02. Power Coupled with Interest. It is expressly intended by each Limited Partner that the power of attorney granted by Section 15.01 hereof is coupled with an interest, shall be irrevocable, and shall survive and not be affected by the subsequent disability or incapacity of such Limited Partner (or if such Limited Partner is a corporation, partnership, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof).

ARTICLE XVI

MISCELLANEOUS

Section 16.01. Notices. All notices provided for in this Agreement shall be in writing and shall be personally delivered, or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmittal by telegram, telefax or telecopier, as follows:

(a) If given to the Partnership, in care of the General Partner at its mailing address set forth on Schedule A attached hereto;

(b) If given to a General Partner, at its mailing address set forth on Schedule A attached hereto; or

(c) If given to any Limited Partner, at the address set forth opposite its name on Schedule A attached hereto, or at such other address as such Limited Partner may hereafter designate by written notice to the Partnership.

Each notice, demand, request or communication that shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently given, served, sent or received for all purposes when delivered in person or when sent to a Person at the address on Schedule A attached hereto by first-class mail or by other means of written communication.

Section 16.02. Amendments.

(a) Except as provided in (b) of Section 16.02 hereof, no amendment to this Agreement shall be effective or binding upon the parties hereto without the written consent of the General Partner and a Majority Vote; provided, however, that any modification or amendment that would: (i) increase the amount of the capital contributions to be made by any Partner, (ii) increase the liability of the Limited Partners, or (iii) materially adversely affect the rights of the Limited Partners under this Agreement shall require the consent of the General Partner and each Limited Partner. Upon receipt of a written proposal executed by the Limited Partners having, in the aggregate, seventy-five percent (75%) or more of the interests in the capital of the Partnership of all the Limited Partners for the adoption of an amendment of this Agreement, or should the General Partner desire to propose such an amendment, the General Partner shall adopt and implement a plan whereby the Limited Partners may vote for or against the adoption of such an amendment.

(b) Notwithstanding anything herein to the contrary, the General Partner may amend this Partnership Agreement without the consent of any Limited Partner:

(1) to reflect the addition or substitution of Limited Partners (made in accordance with the terms hereof) or the reduction of the Capital Accounts upon the return of capital to Limited Partners;

(2) to add to the representations, duties or obligations of the General Partner or surrender any right or power granted to the General Partner herein, for the benefit of the Limited Partners;

(3) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to add any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of the Agreement;

(4) to delete or add any provision from or to this Agreement requested to be so deleted or added by a state regulatory agency, the deletion or addition of which provision is deemed by such regulatory agency to be for the benefit or protection of the Limited Partners; and

(5) to modify any provision of this Agreement, if, in the opinion of counsel to the Partnership and the General Partner, such modification is necessary to prevent the Partnership from being treated for tax purposes as an association taxable as a corporation, rather than being taxable as a partnership, to prevent the Partnership from being treated as a “publicly traded partnership” as defined in the Code.

Section 16.03. Fiscal Year. The fiscal year of the Partnership shall end on December 31st of each year.

Section 16.04. Securities Act Investment Covenant. Each Partner represents and warrants that it is acquiring its interest in the Partnership for its own account, and not with a view to resale or distribution thereof within the meaning of the Securities Act of 1933, as amended, and that no such interest will be sold, transferred, hypothecated, or assigned by it in contravention of the Securities Act of 1933, as amended, or any state Blue Sky or securities statute.

Section 16.05. Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 16.06. Headings. The headings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 16.07. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.08. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the parties and, to the extent permitted by this Agreement, their successors, legal representatives, and assigns.

Section 16.09. Interpretation. Throughout this Agreement and any amendment hereto, nouns, pronouns, and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to “Articles”, “Sections” and paragraphs shall refer to corresponding provisions of this Agreement,

Section 16.10. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions here of, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 16.11. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Partners had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 16.12. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

GENERAL PARTNER:
REPUBLIC SERVICES, INC.,
a Delaware corporation

By: /s/ David A. Barclay
Name: David A. Barclay
Title: Sr. Vice President & Asst. Secretary

INITIAL LIMITED PARTNER:
REPUBLIC SERVICES OF INDIANA LP, INC.,
a Delaware corporation

By: /s/ David A. Barclay
Name : David A. Barclay
Title: Vice President & Secretary

**TO
AGREEMENT
OF
LIMITED PARTNERSHIP
OF
REPUBLIC SERVICES OF INDIANA, LIMITED PARTNERSHIP**

The name and mailing address of the General Partner and the amount of the cash contribution to the capital of the Partnership paid by such General Partner for its general partner interest in the Partnership are as follows:

Name and Mailing Address of General Partner	<u>Number of Units</u>	<u>Cash Contribution</u>
Republic Services, Inc. 110 SE 6 th Street, 28 th Floor Fort Lauderdale, FL 33301	1	\$10.00

The name and mailing address of each Limited Partner of the Partnership, as well as the number of Units purchased by such Limited Partner and the amount of the cash contribution to the capital of the Partnership paid by such Limited Partner for such Units, are as follows:

Name and Mailing Address of Limited Partner	<u>Number of Units</u>	<u>Cash Contribution</u>
Republic Services of Indiana LP, Inc. 6231 McBeth Road Fort Wayne, IN 46809	99	\$990.00

BOOK 00553 PC0764
COMMONWEALTH OF KENTUCKY
ARTICLES OF ORGANIZATION

Pursuant to the provisions of Chapter 275 of the Kentucky Revised Statutes, the undersigned hereby submits the following articles:

1. The name of the limited liability company is: Republic Services of Kentucky, LLC
2. The mailing address of its principal office is: 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, FL, 33301
3. The name and street address of its registered agent and registered office in Kentucky is:

CT Corporation System
c/o CT Corporation System
Kentucky Home Life Building
Louisville, Kentucky 40202

4. This limited liability company will have one or more members.
5. The limited liability company will be managed by a manager or managers or will be managed by a member or members. (Cross off the inapplicable statement.)
6. If the limited liability company's duration will not be perpetual, the specific date of dissolution for the limited liability company is: (Fill in only if the duration will not be perpetual)
Date: January 10, 1900

/s/ David A. Barclay _____
Signature
David A. Barclay, Organiser
Type or Print Name & Title

Consent of Registered Agent

I, CT Corporation System, consent to serve as the registered agent on behalf of the limited liability company.

By: _____

Return to:
SEARCH & RETRIEVAL SERVICES
P.O. Box 54635
Lexington, KY 40555-4635

0486998.06
Trey Grayson
Secretary of State
Received and Filed
11/24/2008 12:57:17 PM
Fee Receipt: \$40.00

COMMONWEALTH OF KENTUCKY
ARTICLES OF AMENDMENT
OF
REPUBLIC SERVICES OF KENTUCKY, LLC

Pursuant to the provisions of Chapter 275 of the Kentucky Revised Statutes, the undersigned hereby submits the Articles of Amendment setting forth:

1. The name of the limited liability company is: REPUBLIC SERVICES OF KENTUCKY, LLC.
2. Article Two of the Articles of Organization are amended to read:

The limited liability company will be managed by a member or member(s).

3. This Amendment was duly adopted on November 24, 2008 by the member in accordance with the Operating Agreement of the limited liability company.

Date: November 24, 2008

REPUBLIC SERVICES, INC.
Sole Member

BY: /s/ David A. Barclay
David A. Barclay, Sr. Vice President
and General Counsel

**OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF KENTUCKY, LLC**

THIS OPERATING AGREEMENT (this “Agreement”) has been adopted by the sole initial authorized person of Republic Services of Kentucky, LLC, a Kentucky limited liability company (the “Company”). The Company was organized as a limited liability company under the Kentucky Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

As set forth in the Articles of Organization, the purposes of the Company are to engage and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation (“Certificate”). The rights and obligations of the Members shall be as provided under the Law, the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Certificate and/or the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member’s respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary,

Treasurer and such other officers as the Members or the Managers may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

(a) A unanimous determination by the Members that the Company shall be dissolved; or

(b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

(a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;

(b) To Members to repay any loans to the Company;

(c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and

(d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Kentucky.

Section 10.3 Binding Effect: Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns. This Agreement is subject to, and governed by, the Law and the Certificate. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Law or the provisions of the Certificate, the provisions of the Law or the Certificate, as the case may be, will be controlling.

Section 10.4 Headings: Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings,

designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Kentucky Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

Schedule I-1

“**Operating Agreement**” means this Agreement.

“**Percentage Interest**” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“**Principal Office**” means the principal place of business specified in Section 2.2.

“**Substitute Member**” means any individual or entity admitted as a Member pursuant to Section 8.4.

“**Transfer**” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“**Unit**” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

Schedule I-2

EXHIBIT A
TO OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services, Inc., a Delaware corporation	\$1.00	1

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received
OCT 26 1998

(FOR BUREAU USE ONLY)

FILED

PH. 517-663-2525 Ref #86806
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE

OCT 26 1998

P.O. Box 266
Eaton Rapids, MI. 48827-0266

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION SECURITIES & LAND DEVELOPMENT BUREAU

Zip Code

EFFECTIVE DATE:

o Document will be returned to the name and address you enter above o

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on last page)

B 34-912

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: Republic Services of Michigan Hauling, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company is: Perpetual

ARTICLE IV

1. The address of the registered office is:

c/o The Corporation Company
30600 Telegraph Road, Bingham Farms
(Street Address) (City) Michigan 48025 (ZIP Code)

2. The mailing address of the registered office if different than above:

(P.O. Box) (City) Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: The Corporation Company

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

[Empty box for Article V provisions]

Signed this 23rd day of October, 1998

/s/ David A. Barclay
(Signature)

/s/ Harris W. Hudson
(Signature)

(Signature)

See 1 in Addendum
(Type or Print Name)

Harris W. Hudson, Director
(Type or Print Name)

(Type or Print Name)

Addendum

Name:

David A. Barclay, Vice President & Authorized Person

1 of 1

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF MICHIGAN HAULING, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of REPUBLIC SERVICES OF MICHIGAN HAULING, LLC, a Michigan limited liability company (the “Company”), is made and entered into on February 24, 2000, by Republic Services of Michigan Holding Company, Inc. (“RSMHC”). The Company was organized as a limited liability company under the Michigan Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Articles of Organization (“Certificate”) The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an “authorized person” (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSMHC is, and has been admitted as the sole member of the Company, and that RSMHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

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Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

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Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of

voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Michigan.

Section 10.3 Binding Effect: Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings: Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional

Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

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Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Michigan Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“**Percentage Interest**” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“**Principal Office**” means the principal place of business specified in Section 2.2.

“**Substitute Member**” means any individual or entity admitted as a Member pursuant to Section 8.4.

“**Transfer**” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“**Unit**” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member

Republic Services of Michigan Holding Company, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1

**CERTIFICATE OF INCORPORATION
OF
REPUBLIC SERVICES OF MICHIGAN HOLDING COMPANY, INC.**

* * * * *

1. The name of the corporation is Republic Services of Michigan Holding Company, Inc.
 2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
 3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
 5. The board of directors is authorized to make, alter or repeal the bylaws of the corporation. Election of directors need not be by written ballot.
 6. The name and mailing address of the sole incorporator is:

 Laura Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
 7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
 8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.
- I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 23rd day of February, 2000.

/s/ Laura Vitalo

Laura Vitalo,
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC SERVICES OF MICHIGAN HOLDING COMPANY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusively of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received
OCT 09 1998

(FOR BUREAU USE ONLY)

FILED

Name PH. 517-663-2525 Ref # 86415
Attn: Cheryl J. Bixby
Add MICHIGAN RUNNER SERVICE
City Eaton Rapids, MI. 48827-0266
Zip Code

OCT 09 1998

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

o Document will be returned to the name and address you enter above o

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on last page)

B 34 - 457

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: Republic Services of Michigan I, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company is: Perpetual

ARTICLE IV

1. The address of the registered office is: c/o The Corporation Company

30600 Telegraph Rd. Bingham Farms, Michigan 48025
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

(P.O. Box) (City) Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: The Corporation Company

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Empty rectangular box for Article V provisions.

Signed this 8th day of October, 1998

By /s/ David A. Barclay
(Signature)

/s/ Harris W. Hudson
(Signature)

(Signature)

David A. Barclay, Vice President
(Type or Print Name)

Harris W. Hudson, Director
(Type or Print Name)

(Type or Print Name)

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF MICHIGAN I, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of REPUBLIC SERVICES OF MICHIGAN I, LLC, a Michigan limited liability company (the “Company”), is made and entered into on February 24, 2000, by Republic Services of Michigan Holding Company, Inc. (“RSMHC”). The Company was organized as a limited liability company under the Michigan Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Articles of Organization (“Certificate”) The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an “authorized person” (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSMHC is, and has been admitted as the sole member of the Company, and that RSMHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

- (a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).
 - (b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.
-

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of

voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Michigan.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional

Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Michigan Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services of Michigan Holding Company, Inc., a Delaware corporation	\$1.00	1

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received
OCT 09 1998

(FOR BUREAU USE ONLY)

FILED

Name
PH. 517-663-2525 Ref # 86415
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE

OCT 09 1998

Add
P.O. Box 266
City Eaton Rapids, MI. 48827-0266
Zip Code

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

o Document will be returned to the name and address you enter above o

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on last page)

B 34 - 456

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: Republic Services of Michigan II, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company is: Perpetual

ARTICLE IV

1. The address of the registered office is:

c/o The Corporation Company
30600 Telegraph Rd. Bingham Farms, Michigan 48025
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

(P.O. Box) (City) Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: The Corporation Company

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

[Empty box for Article V provisions]

Signed this 8th day of October, 1998

By: /s/ David A. Barclay (Signature)

/s/ Harris W. Hudson (Signature)

(Signature)

David A. Barclay, Vice President
(Type or Print Name)

Harris W. Hudson, Director
(Type or Print Name)

(Type or Print Name)

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF MICHIGAN II, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of REPUBLIC SERVICES OF MICHIGAN II, LLC, a Michigan limited liability company (the “Company”), is made and entered into on February 24, 2000, by Republic Services of Michigan Holding Company, Inc. (“RSMHC”). The Company was organized as a limited liability company under the Michigan Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Articles of Organization (“Certificate”) The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an “authorized person” (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSMHC is, and has been admitted as the sole member of the Company, and that RSMHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

- (a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).
 - (b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.
-

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of

voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Michigan.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional

Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Michigan Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services of Michigan Holding Company, Inc., a Delaware corporation	\$1.00	1

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received
OCT 09 1998

(FOR BUREAU USE ONLY)

FILED

Name PH. 517-663-2525 Ref # 86415
Attn: Cheryl J. Bixby

OCT 09 1998

Add MICHIGAN RUNNER SERVICE

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

City P.O. Box 266
Eaton Rapids, MI. 48827-0266
Zip Code

EFFECTIVE DATE:

o Document will be returned to the name and address you enter above o

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on last page)

B 34-455

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: Republic Services of Michigan III, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company is: Perpetual

ARTICLE IV

1. The address of the registered office is:

c/o The Corporation Company
30600 Telegraph Rd. Bingham Farms, Michigan 48025
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

(P.O. Box) (City) Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: The Corporation Company

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

[Empty rectangular box for Article V provisions]

Signed this 8th day of October, 1998

By /s/ David A. Barclay
(Signature)

/s/ Harris W. Hudson
(Signature)

(Signature)

David A. Barclay, Vice President
(Type or Print Name)

Harris W. Hudson, Director
(Type or Print Name)

(Type or Print Name)

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF MICHIGAN III, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of REPUBLIC SERVICES OF MICHIGAN III, LLC, a Michigan limited liability company (the “Company”), is made and entered into on February 24, 2000, by Republic Services of Michigan Holding Company, Inc. (“RSMHC”). The Company was organized as a limited liability company under the Michigan Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Articles of Organization (“Certificate”) The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an “authorized person” (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

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Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSMHC is, and has been admitted as the sole member of the Company, and that RSMHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

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- (a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).
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-

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Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

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- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of

voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Michigan.

Section 10.3 Binding Effect: Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings: Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional

Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Second Amended and Restated Operating Agreement on February 24, 2000.

REPUBLIC SERVICES OF MICHIGAN
HOLDING COMPANY, INC.

By: /s/ David A. Barclay
David A. Barclay
Title: Vice President & Secretary

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Michigan Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of “n effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services of Michigan Holding Company, Inc., a Delaware corporation	\$1.00	1

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received
OCT 09 1998

(FOR BUREAU USE ONLY)

FILED

Name
PH. 517-663-2525 Ref # 86415
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE

OCT 09 1998

Add
P.O. Box 266
City Eaton Rapids, MI. 48827-0266
Zip Code

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

o Document will be returned to the name and address you enter above o

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on last page)

B 34 - 454

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: Republic Services of Michigan IV, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company is: Perpetual

ARTICLE IV

1. The address of the registered office is:

c/o The Corporation Company
30600 Telegraph Rd. Bingham Farms, Michigan 48025
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

(P.O. Box) (City) Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: The Corporation Company

ARTICLE V (Insert any desired additional provision authorized by the Act: attach additional pages if needed.)

[Empty rectangular box for Article V provisions]

Signed this 8th day of October, 1998

By /s/ David A. Barclay
(Signature)
David A. Barclay, Vice President
(Type or Print Name)

/s/ Harris W. Hudson
(Signature)
Harris W. Hudson, Director
(Type or Print Name)

(Signature)
(Type or Print Name)

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF MICHIGAN IV, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of REPUBLIC SERVICES OF MICHIGAN IV, LLC, a Michigan limited liability company (the “Company”), is made and entered into on February 24, 2000, by Republic Services of Michigan Holding Company, Inc. (“RSMHC”). The Company was organized as a limited liability company under the Michigan Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Articles of Organization (“Certificate”) The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an “authorized person” (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSMHC is, and has been admitted as the sole member of the Company, and that RSMHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of

voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Michigan.

Section 10.3 Binding Effect: Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings: Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

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Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional

Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived there from. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Michigan Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services of Michigan Holding Company, Inc., a Delaware corporation	\$1.00	1

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received
OCT 09 1998

(FOR BUREAU USE ONLY)

FILED

Name
PH. 517-663-2525 Ref #86415
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
Add P.O. Box 266
City Eaton Rapids, MI. 48827-0266
Zip Code

OCT 09 1998

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

o Document will be returned to the name and address you enter above o

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on last page)

B 34-453

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: Republic Services of Michigan V, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company is: Perpetual

ARTICLE IV

1. The address of the registered office is: c/o The Corporation Company

30600 Telegraph Rd. Bingham Farms, Michigan 48025
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

(P.O. Box) (City), Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: The Corporation Company

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Empty rectangular box for Article V provisions.

Signed this 8th day of October, 1998

By /s/ David A. Barclay
(Signature)
David A. Barclay, Vice President
(Type or Print Name)

/s/ Harris W. Hudson
(Signature)
Harris W. Hudson, Director
(Type or Print Name)

(Signature)
(Type or Print Name)

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF MICHIGAN V, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of REPUBLIC SERVICES OF MICHIGAN V, LLC, a Michigan limited liability company (the “Company”), is made and entered into on February 24, 2000, by Republic Services of Michigan Holding Company, Inc. (“RSMHC”). The Company was organized as a limited liability company under the Michigan Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Articles of Organization (“Certificate”) The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an “authorized person” (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSMHC is, and has been admitted as the sole member of the Company, and that RSMHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

- (a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).
 - (b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.
-

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of

voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Michigan.

Section 10.3 Binding Effect, Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings: Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional

Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived there from. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Michigan Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services of Michigan Holding Company, Inc., a Delaware corporation	\$1.00	1

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/28/2000
001218945 — 3220431

**CERTIFICATE OF FORMATION
OF
REPUBLIC SERVICES OF NEW JERSEY I, LLC
(Pursuant to the Limited Liability Company Act of the State of Delaware, Title 6.)**

The undersigned, as an authorized person, in order to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, does hereby certify as follows:

1. The name of the company is Republic Services of New Jersey I, LLC (the "Company").
2. The name and address of the registered agent of the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, DE 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on the 28th day of April, 2000.

/s/ Oary M. Blyn
Oary M. Blyn, Authorized Person

*** END ***

**CERTIFICATE OF AMENDMENT
OF
REPUBLIC SERVICES OF NEW JERSEY I, LLC
(Pursuant to Section 18-202 of the Delaware Limited Liability Company Act)**

1. The name of the limited liability company is Republic Services of New Jersey I, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
“The name of the limited liability company is Republic Services of New Jersey, LLC.”

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Republic Services of New Jersey I, LLC this 20TH day of August, 2002.

REPUBLIC SERVICES OF NEW JERSEY I, LLC
By: Continental Waste Industries, Inc.

By: /s/ David A. Barclay _____
David A. Barclay, Vice President & Secretary

**THIRD AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF NEW JERSEY, LLC**

THIS THIRD AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF NEW JERSEY, LLC, (formerly Republic Services of New Jersey I, LLC), a Delaware limited liability company (the "Company"), is made and entered into on August 21, 2002, by Continental Waste Industries, LLC ("CWI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that CWI is, and has been admitted as the sole member of the Company, and that CWI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

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Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

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Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall

apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Third Amended and Restated Operating Agreement on August 21, 2002.

CONTINENTAL WASTE INDUSTRIES, LLC

By: /s/ David A. Barclay

David A. Barclay

Title: Vice President & Secretary

SCHEDULE I
TO THIRD AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Third Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO THIRD AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Continental Waste Industries, LLC, a Delaware limited liability company	\$1.00	1

State of North Carolina
Department of the Secretary of State
Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to Section 57C-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Republic Services of North Carolina, LLC
2. The latest date on which the limited liability company is to dissolve is: _____
3. The name and address of each organizer executing these articles of organization is as follows:
See 1 in Addendum
4. The street address and county of the initial registered office of the limited liability company is:
Number and Street 225 Hillsborough Street
City, State, Zip Code Raleigh, North Carolina 27603 County Wake
5. The mailing address *if different from the street address* of the initial registered office is:
N/A
6. The name of the initial registered agent is: C T CORPORATION SYSTEM
7. Check one of the following:
 (i) **Member-managed LLC**: all members by virtue of their status as members shall be managers of this limited liability company.
 (ii) **Manager-managed LLC**: except as provided by N.C.G.S. Section 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.
8. Any other provisions which the limited liability company elects to include are attached.
9. These articles will be effective upon filing, unless a date and/or time is specified:

This the 10th day of January, 1900.

/s/ David A. Barclay
Signature

ORGANIZER

David A. Barclay, Authorized Person
Type or Print Name and Title

/s/ Matthew D. Katz
Signature

ORGANIZER

Matthew D. Katz, Authorized Person
Type or Print Name and Title

NOTES:
Filing fee is \$125. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

CORPORATIONS DIVISION

300 N. SALISBURY STREET

RALEIGH, NC 27603-5909

(NC049 — 8/24/98)

Addendum

1. David A. Barclay, Authorized Person
110 S.E. 6th Street, 28th Floor
Ft. Lauderdale, FL 33301

Matthew D. Katz, Authorized Person
110 S.E. 6th Street, 28th Floor
Ft. Lauderdale, FL 33301

**OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF NORTH CAROLINA, LLC**

THIS OPERATING AGREEMENT (this “Agreement”) has been adopted by the sole initial authorized person of Republic Services of North Carolina, LLC, a North Carolina limited liability company (the “Company”). The Company was organized as a limited liability company under the North Carolina Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

As set forth in the Articles of Organization, the purposes of the Company are to engage and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation (“Certificate”) The rights and obligations of the Members shall be as provided under the Law, the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Certificate and/or the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member’s respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary,

Treasurer and such other officers as the Members or the Managers may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

(a) A unanimous determination by the Members that the Company shall be dissolved; or

(b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

(a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;

(b) To Members to repay any loans to the Company;

(c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and

(d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of North Carolina.

Section 10.3 Binding Effect: Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns. This Agreement is subject to, and governed by, the Law and the Certificate. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Law or the provisions of the Certificate, the provisions of the Law or the Certificate, as the case may be, will be controlling.

Section 10.4 Headings: Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings,

designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the North Carolina Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

Schedule I-1

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

Schedule I-2

EXHIBIT A
TO OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1



Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form LCA (July 1994)

Approved _____
Date _____
Fee \$85.00

RECEIVED
OCT 26 1998
BOB TAFT
SECRETARY OF STATE

ARTICLES OF ORGANIZATION

(Under Section 1705.04 of the Ohio Revised Code)
Limited Liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be Republic Services of Ohio

Hauling, LLC

(The name must include the words "limited liability company", "limited", "Ltd" or "Ltd.")

SECOND: This limited liability company shall exist for a period of Perpetual

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

110 S.E. 6th Street, 20th Floor

(Street or post office box)

Ft. Lauderdale,

(city, village or township)

FL

(state)

33301

(zip code)

Please check this box if additional provisions are attached hereto

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

(OHIO — LLC — 3353 — 6/15/94)

FOURTH: Purpose (optional)

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 23rd day of October, 1998.

Signed: /s/ David A. Barclay
David A. Barclay, Vice President & Authorized Person
Signed: _____
Signed: _____

Signed: /s/ Harris W. Hudson
Harris W. Hudson, Manager
Signed: _____
Signed: _____

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

INSTRUCTIONS

1. The fee for filing Articles of Organization for a limited liability company is \$85.00.
2. Articles will be returned unless accompanied by a written appointment of agent signed by all or a majority of the members of the limited liability company which must include a written acceptance of the appointment by the named agent.
3. A limited liability company must be formed by a minimum of two persons.
4. Any other provisions that are from the operating agreement or that are not inconsistent with applicable Ohio law and that the members elect to set out in the articles for the regulation of the affairs of the limited liability company may be attached.

[Ohio Revised Code Section 1705.04]

(OHIO — LLC — 3353)



Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)
Mail Form to one of the Following:
• Expedite PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***

• Non Expedite PO Box 1329 Columbus, OH 43216
--

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

**Domestic Limited Liability Company Certificate of
Amendment or Restatement
Filing Fee \$50.00**

(CHECK ONLY ONE (1) BOX)

(1) Domestic Limited Liability Company

Amendment (129-LAM)

October 26 1998
Date of Formation

The undersigned authorized representative of:

Republic Services of Ohio Hauling, LLC
Name of limited liability company

(2) Domestic Limited Liability Company

Restatement (142-LRA)

Date of Formation

1039057
Registration number

If box (1) Amendment is checked, only complete sections that apply. If box (2) Restatement is checked, all sections below must be completed.

The name of said limited liability company shall be:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd." or "ltd"

This limited liability company shall exist for a period of: _____
Period of Existence

Purpose

Check here if additional provisions are attached

543A

REQUIRED

Must be (signed) by
a member, manager
or other
representative.

/s/ Jo Lynn White
Signature

12/22/08
Date

Jo Lynn White
Print Name

Secretary of Republic Services Holding Company, Inc. Sole member

Signature

Date

Print Name

Signature

Date

Print Name

543A

Page 2 of 4

Last Revised: 6/20/2008

OH071 - 06/25/2008 C T System Online

Exhibit A

The principal office address of the limited liability company has changed. The new principal address is as follows:

18500 North Allied Way
Phoenix, Arizona 85054

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF OHIO HAULING, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF OHIO HAULING, LLC, an Ohio limited liability company (the "Company"), is made and entered into on February 24, 2000, by Republic Services Holding Company, Inc. ("RSHC"). The Company was organized as a limited liability company under the Ohio revised Code (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Articles of Organization ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSHC is, and has been admitted as the sole member of the Company, and that RSHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of

voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional

Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Ohio revised Code, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services Holding Company, Inc., a Delaware corporation	\$1.00	1



Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form LCA (July 1994)

Approved _____
Date _____
Fee \$85.00

RECEIVED
OCT 14 1998
BOB TAFT
SECRETARY OF STATE

ARTICLES OF ORGANIZATION

(Under Section 1705.04 of the Ohio Revised Code)
Limited Liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be Republic Services of Ohio I, LLC
(The name must include the words "limited liability company", "limited", "Ltd" or "Ltd.")

SECOND: This limited liability company shall exist for a period of Perpetual

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

110 S.E. 6th Street, 20th Floor
(Street or post office box)

Ft. Lauderdale,

(city, village or township)

FL

(state)

33301

(zip code)

Please check this box if additional provisions are attached hereto

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

(OHIO - LLC - 3353 - 6/15/94)

**FOURTH: Purpose (optional)
Waste Collection/Removal**

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 8th day of October, 1998.

Signed: /s/ David A. Barclay
David A. Barclay, Vice President & Authorized Person
Signed: _____
Signed: _____

Signed: /s/ Harris W. Hudson
Harris W. Hudson, Manager
Signed: _____
Signed: _____

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

INSTRUCTIONS

1. The fee for filing Articles of Organization for a limited liability company is \$85.00.
2. Articles will be returned unless accompanied by a written appointment of agent signed by all or a majority of the members of the limited liability company which must include a written acceptance of the appointment by the named agent.
3. A limited liability company must be formed by a minimum of two persons.
4. Any other provisions that are from the operating agreement or that are not inconsistent with applicable Ohio law and that the members elect to set out in the articles for the regulation of the affairs of the limited liability company may be attached.

[Ohio Revised Code Section 1705.04]

(OHIO - LLC - 3353)





Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)
Mail Form to one of the Following:
• Expedite PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***

• Non Expedite PO Box 1329 Columbus, OH 43216
--

**Domestic Limited Liability Company Certificate of
Amendment or Restatement
Filing Fee \$50.00**

(CHECK ONLY ONE (1) BOX)

(1) Domestic Limited Liability Company

Amendment (129-LAM)

October 19 1998
Date of Formation

The undersigned authorized representative of:

Republic Services of Ohio I, LLC
Name of limited liability company

(2) Domestic Limited Liability Company

Restatement (142-LRA)

Date of Formation

1040132
Registration number

If box (1) Amendment is checked, only complete sections that apply. If box (2) Restatement is checked, all sections below must be completed.

The name of said limited liability company shall be:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd." or "ltd"

This limited liability company shall exist for a period of: _____
Period of Existence

Purpose

Check here if additional provisions are attached

543A

Page 1 of 4

Last Revised: 6/20/2008

Page 2

REQUIRED

Must be (signed) by
a member, manager
or other
representative.

/s/ Jo Lynn White _____
Signature

12/22/08
Date

Jo Lynn White
Print Name

Secretary of Republic Services Holding Company, Inc. Sole member

Signature

Date

Print Name

Signature

Date

Print Name

Exhibit A

The principal office address of the limited liability company has changed. The new principal address is as follows:

18500 North Allied Way
Phoenix, Arizona 85054

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF OHIO I, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF OHIO I, LLC, an Ohio limited liability company (the "Company"), is made and entered into on February 24, 2000, by Republic Services Holding Company, Inc. ("RSHC"). The Company was organized as a limited liability company under the Ohio revised Code (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

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The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

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- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

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-

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VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2);and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means as the same is amended from time to time.

“**Agreement**” means this Third Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“**Percentage Interest**” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“**Principal Office**” means the principal place of business specified in Section 2.2.

“**Substitute Member**” means any individual or entity admitted as a Member pursuant to Section 8.4.

“**Transfer**” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“**Unit**” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member

Republic Services Holding Company, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1



Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form LCA (July 1994)

Approved _____
Date _____
Fee \$85.00

**RECEIVED
OCT 14 1998
BOB TAFT
SECRETARY OF STATE**

ARTICLES OF ORGANIZATION
(Under Section 1705.04 of the Ohio Revised Code)
Limited liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be Republic Services of Ohio II. LLC
(The name must include the words "limited liability company", "limited", "Ltd." or "Ltd.")

SECOND: This limited liability company shall exist for a period of Perpetual

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

_____ 110 S.E. 6th Street, 20th Floor _____
(Street or post office box)

_____ Ft. Lauderdale, FL 33301 _____
(city, village or township) (state) (zip code)

Please check this box if additional provisions are attached hereto

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

FOURTH: Purpose (optional)
Waste Collection/Removal

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 8th day of October, 1998.

Signed: /s/ David A. Barclay
David A. Barclay, Vice President & Authorized Person

Signed: /s/ Harris W. Hudson
Harris W. Hudson, Manager

Signed: _____

Signed: _____

Signed: _____

Signed: _____

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

INSTRUCTIONS

1. The fee for filing Articles of Organization for a limited liability company is \$85.00.
2. Articles will be returned unless accompanied by a written appointment of agent signed by all or a majority of the members of the limited liability company which must include a written acceptance of the appointment by the named agent.
3. A limited liability company must be formed by a minimum of two persons.
4. Any other provisions that are from the operating agreement or that are not inconsistent with applicable Ohio law and that the members elect to set out in the articles for the regulation of the affairs of the limited liability company may be attached.

[Ohio Revised Code Section 1705.04]

(OHIO — LLC — 3353)





www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)
Mail Form to one of the Following:
PO Box 1390
• Expedite Columbus, OH 43216
*** Requires an additional fee of \$100 ***

PO Box 1329
• Non Expedite Columbus, OH 43216

**Domestic Limited Liability Company Certificate of
Amendment or Restatement
Filing Fee \$50.00**

(CHECK ONLY ONE (1) BOX)

(1) Domestic Limited Liability Company

Amendment (129-LAM)

October 19 1998
Date of Formation

The undersigned authorized representative of:

Republic Services of Ohio II, LLC
Name of limited liability company

(2) Domestic Limited Liability Company

Restatement (142-LRA)

Date of Formation

1040132
Registration number

If box (1) Amendment is checked, only complete sections that apply, if box (2) Restatement is checked, all sections below must be completed.

The name of said limited liability company shall be:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd." or "ltd"

This limited liability company shall exist for a period of: _____
Period of Existence

Purpose

Purpose

Check here if additional provisions are attached

REQUIRED Must be **(signed)** by a member, manager or other representative.

/s/ Jo Lynn White _____
Signature

12/22/08
Date

Jo Lynn White
Print Name

Secretary of Republic Services Holding Company, Inc.
Sole member

Signature

Date

Print Name

Signature

Date

Print Name

543A

Exhibit A

The principal office address of the limited liability company has changed. The new principal address is as follows:

18500 North Allied Way
Phoenix, Arizona 85054

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF OHIO II, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF OHIO II, LLC, an Ohio limited liability company (the "Company"), is made and entered into on February 24, 2000, by Republic Services Holding Company, Inc. ("RSHC"). The Company was organized as a limited liability company under the Ohio revised Code (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Articles of Organization ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSHC is, and has been admitted as the sole member of the Company, and that RSHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

- (a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).
 - (b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.
-

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

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Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

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Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2);and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

MIA-269034-1

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

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Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Ohio revised Code, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

"**Percentage Interest**" means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

"**Principal Office**" means the principal place of business specified in Section 2.2.

"**Substitute Member**" means any individual or entity admitted as a Member pursuant to Section 8.4.

"**Transfer**" means any "assignment" as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

"**Unit**" refers to a unit of measurement of a Member's Interest as established in Section 3.1. Whenever reference is made to "Percentage Interest," a Unit may be converted into the same by dividing a Member's number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the " of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services Holding Company, Inc., a Delaware corporation	\$1.00	1



Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form LCA (July 1994)

Approved _____
Date _____
Fee \$85.00

RECEIVED
OCT 14 1998
BOB TAFT
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
(Under Section 1705.04 of the Ohio Revised Code)
Limited Liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be Republic Services of Ohio III, LLC
(The name must include the words "limited liability company", "limited", "Ltd" or "Ltd.")

SECOND: This limited liability company shall exist for a period of Perpetual

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

110 S.E. 6th Street, 20th Floor
(Street or post office box)

Ft. Lauderdale,

(city, village or township)

FL

(state)

33301

(zip code)

Please check this box if additional provisions are attached hereto

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

(OHIO — LLC — 3353 — 6/15/94)

FOURTH: Purpose (optional)
Waste Collection/Removal

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 8th day of October, 1998.

Signed: /s/ David A. Barclay
David A. Barclay, Vice President & Authorized Person
Signed: _____
Signed: _____

Signed: /s/ Harris W. Hudson
Harris W. Hudson, Manager
Signed: _____
Signed: _____

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

INSTRUCTIONS

1. The fee for filing Articles of Organization for a limited liability company is \$85.00.
2. Articles will be returned unless accompanied by a written appointment of agent signed by all or a majority of the members of the limited liability company which must include a written acceptance of the appointment by the named agent.
3. A limited liability company must be formed by a minimum of two persons.
4. Any other provisions that are from the operating agreement or that are not inconsistent with applicable Ohio law and that the members elect to set out in the articles for the regulation of the affairs of the limited liability company may be attached.

[Ohio Revised Code Section 1705.04]

(OHIO — LLC — 3353)





Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)
Mail Form to one of the Following:
PO Box 1390
• Expedite Columbus, OH 43216
*** Requires an additional fee of \$100 ***

PO Box 1329
• Non Expedite Columbus, OH 43216

**Domestic Limited Liability Company Certificate of
Amendment or Restatement
Filing Fee \$50.00**

(CHECK ONLY ONE (1) BOX)

(1) Domestic Limited Liability Company

Amendment (129-LAM)

October 19 1998
Date of Formation

The undersigned authorized representative of:

Republic Services of Ohio III, LLC
Name of limited liability company

(2) Domestic Limited Liability Company

Restatement (142-LRA)

Date of Formation

1040132
Registration number

If box (1) Amendment is checked, only complete sections that apply. If box (2) Restatement is checked, all sections below must be completed.

The name of said limited liability company shall be:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd." or "ltd"

This limited liability company shall exist for a period of: _____
Period of Existence

Purpose

Purpose

Check here if additional provisions are attached

REQUIRED

Must be (signed) by a member, manager or other representative.

/s/ Jo Lynn White _____
Signature

12/22/08
Date

Jo Lynn White
Print Name

Secretary of Republic Services Holding Company, Inc.
Sole member

Signature

Date

Print Name

Signature

Date

Print Name

Exhibit A

The principal office address of the limited liability company has changed. The new principal address is as follows:

18500 North Allied Way
Phoenix, Arizona 85054

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF OHIO III, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF OHIO III, LLC, an Ohio limited liability company (the "Company"), is made and entered into on February 24, 2000, by Republic Services Holding Company, Inc. ("RSHC"). The Company was organized as a limited liability company under the Ohio revised Code (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Articles of Organization ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSHC is, and has been admitted as the sole member of the Company, and that RSHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2);and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Ohio revised Code, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member

Republic Services Holding Company, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1



Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form LCA (July 1994)

Approved _____
Date _____
Fee \$85.00

RECEIVED
OCT 11 1998
BOB TAFT
SECRETARY OF STATE

ARTICLES OF ORGANIZATION

(Under Section 1705.04 of the Ohio Revised Code)
Limited Liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be Republic Services of Ohio

IV, LLC

(The name must include the words "limited liability company", "limited", "Ltd" or "Ltd.")

SECOND: This limited liability company shall exist for a period of Perpetual

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

110 S.E. 6th Street, 20th Floor
(Street or post office box)

Ft. Lauderdale,
(city, village or township)

FL
(state)

33301
(zip code)

Please check this box if additional provisions are attached hereto

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

(OHIO — LLC — 3353 — 6/15/94)

FOURTH: Purpose (optional)
Waste Collection/Removal

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 8th day of October, 1998.

Signed: /s/ David A. Barclay
David A. Barclay, Vice President & Authorized Person
Signed: _____
Signed: _____

Signed: /s/ Harris W. Hudson
Harris W. Hudson, Manager
Signed: _____
Signed: _____

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

INSTRUCTIONS

1. The fee for filing Articles of Organization for a limited liability company is \$85.00.
2. Articles will be returned unless accompanied by a written appointment of agent signed by all or a majority of the members of the limited liability company which must include a written acceptance of the appointment by the named agent.
3. A limited liability company must be formed by a minimum of two persons.
4. Any other provisions that are from the operating agreement or that are not inconsistent with applicable Ohio law and that the members elect to set out in the articles for the regulation of the affairs of the limited liability company may be attached.

[Ohio Revised Code Section 1705.04]

(OHIO — LLC — 3353)



Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)
Mail Form to one of the Following:
• Expedite PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***

• Non Expedite PO Box 1329 Columbus, OH 43216
--

**Domestic Limited Liability Company Certificate of
Amendment or Restatement
Filing Fee \$50.00**

(CHECK ONLY ONE (1) BOX)

(1) Domestic Limited Liability Company

Amendment (129-LAM)

October 19 1998
Date of Formation

The undersigned authorized representative of:

Republic Services of Ohio IV, LLC
Name of limited liability company

(2) Domestic Limited Liability Company

Restatement (142-LRA)

Date of Formation

1040133
Registration number

If box (1) Amendment is checked, only complete sections that apply. If box (2) Restatement is checked, all sections below must be completed.

The name of said limited liability company shall be:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd." or "ltd"

This limited liability company shall exist for a period of: _____
Period of Existence

Purpose

Check here if additional provisions are attached

543A

Page 1 of 4

Last Revised: 6/20/2008

OH071 — 06/25/2008

REQUIRED

Must be (signed) by a member, manager or other representative.

/s/ Jo Lynn White _____
Signature

12/22/08
Date

Jo Lynn White
Print Name

Secretary of Republic Services Holding Company, Inc.
Sole member

Signature

Date

Print Name

Signature

Date

Print Name

Exhibit A

The principal office address of the limited liability company has changed. The new principal address is as follows:

18500 North Allied Way
Phoenix, Arizona 85054

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR REPUBLIC SERVICES
OF OHIO IV, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF OHIO I, LLC, an Ohio limited liability company (the "Company"), is made and entered into on February 24, 2000, by Republic Services Holding Company, Inc. ("RSHC"). The Company was organized as a limited liability company under the Ohio revised Code (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Articles of Organization ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSHC is, and has been admitted as the sole member of the Company, and that RSHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Ohio revised Code, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services Holding Company, Inc., a Delaware corporation	\$1.00	1

CERTIFICATE OF FORMATION
OF
REPUBLIC SERVICES OF PENNSYLVANIA, LLC

1. The name of the limited liability company is Republic Services of Pennsylvania, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Republic Services of Pennsylvania, LLC this 26th day of May, 2000.

REPUBLIC SERVICES OF PENNSYLVANIA, LLC

By: /s/ David A. Barclay
David A. Barclay, Vice President &
Secretary

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF PENNSYLVANIA, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF PENNSYLVANIA, LLC, a Delaware limited liability company (the "Company"), is made and entered into on July 20, 2001, by Republic Services, Inc. ("RSI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

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Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

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Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall

apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Second Amended and Restated Operating Agreement on July 20, 2001.

REPUBLIC SERVICES, INC.

By: /s/ David A. Barclay
David A. Barclay
Title: Sr. Vice President & Assistant Secretary

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1

CERTIFICATE OF FORMATION
OF
REPUBLIC SERVICES OF SOUTH CAROLINA, LLC

1. The name of the limited liability company is: REPUBLIC SERVICES OF SOUTH CAROLINA, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of REPUBLIC SERVICES OF SOUTH CAROLINA, LLC this 22nd day of June, 2000.

REPUBLIC SERVICES OF SOUTH CAROLINA, LLC

By: it's sole Member

REPUBLIC SERVICES, INC.

s/ David A. Barclay _____
David A. Barclay, Senior Vice President
and Secretary

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF SOUTH CAROLINA, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF SOUTH CAROLINA I, LLC, a Delaware limited liability company (the "Company"), is made and entered into on July 20, 2001, by Republic Services Holding Company, Inc. ("RSI"). The Company was organized as a limited liability company the Delaware Limited Liability Company Act ("Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the

meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services, Inc., a Delaware corporation	\$1.00	1

CERTIFICATE OF FORMATION
OF
REPUBLIC SERVICES OF SOUTHERN CALIFORNIA, LLC

1. The name of the limited liability company is Republic Services of Southern California, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Republic Services of Southern California, LLC this 30th day of November, 2004.

/s/ David A. Barclay
David A. Barclay, Authorized Signatory

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:49 PM 11/30/2004
Filed 03:44 PM 11/30/2004
CRV 040859156 — 3888289 FILE

**OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF SOUTHERN CALIFORNIA, LLC**

THIS OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF SOUTHERN CALIFORNIA, LLC, a Delaware limited liability company (the "Company"), is made and entered into on November 30, 2004, by Republic Services, Inc., a Delaware corporation ("RSI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company. .

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Operating Agreement on November 30, 2004.

REPUBLIC SERVICES, INC.

By: /s/ David A. Barclay

David A. Barclay

Title: Sr. Vice President, General Counsel & Assistant Secretary

SCHEDULE I
TO OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services, Inc., a Delaware corporation

<u>Initial Capital Contribution</u>	<u>Number of Units</u>
\$1.00	1

LLC-1011
(07/97)

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
ARTICLES OF ORGANIZATION OF A
DOMESTIC LIMITED LIABILITY COMPANY**

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

1. The name of the limited liability company is

Republic Services of Virginia, LLC
(The name must contain the words "limited company" or "limited liability company" or their abbreviations "L.C.", "LC", "L.L.C." OR "LLC")

2. A. The registered agent's name is EDWARD R. PARKER
whose business address is identical with the registered office.

B. The registered agent is (mark appropriate box)

- (1) an INDIVIDUAL who is a **resident** of Virginia **and**
 - a member/manager of the limited liability company
 - an officer/director of a corporate member/manager of the limited liability company
 - a general partner of a general or limited partnership member/manager of the limited liability co.
 - a member of the Virginia State Bar

OR

- (2) a professional corporation, a professional limited liability company or a professional registered limited liability partnership of attorneys registered under Virginia Code Section 54.1-3902

3. The address of the initial registered office in Virginia is

5511 Staples Mill Road
(number/street)
Richmond VA 23228
(city or town) (zip)

located in the city or county of Henrico

4. The post office address of the principal office where the records will be maintained pursuant to Virginia Code Section 13.1-1028 is

110 SE 6th Street
(number/street)
Fort Lauderdale, FL 33301
(city or town) (State) (zip)

5. Signature:

/s/ David A. Barclay 1/10100
(organizer) (date)

David A. Barclay
(printed name)

SEE INSTRUCTIONS ON THE REVERSE



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

LLC-1014NP
(07/08)

ARTICLES OF AMENDMENT
CHANGING THE NAME AND/OR THE PRINCIPAL OFFICE ADDRESS OF
A VIRGINIA LIMITED LIABILITY COMPANY
By the Members

The undersigned, on behalf of the limited liability company set forth below, pursuant to § 13.1-1014 of the Code of Virginia, states as follows:

1. The current name of the limited liability company, as it appears on the records of the State Corporation Commission, is

Republic Services of Virginia, LLC

2. The name of the limited liability company is changed to

NA

(The name must contain the words limited company or limited liability company or the abbreviation L.C., L.C. L.L.C. or LLC)

3. The limited liability company's principal office address, including the street and number, is changed to

18500 North Allied Way Phoenix AZ 85054
(number/street) (city or town) (state) (zip)

4. (See "Approval" Instructions for requisite vote.) The foregoing amendment was adopted by a vote of the members in accordance with the provisions of the Virginia Limited Liability Company Act on 12/5/08,

(date)

Executed in the name of the limited liability company by:

/s/ Jo Lynn White
(signature)

2/11/09
(date)

Jo Lynn White
(printed name)

VP and Asst. Secretary of Republic Services, Inc., Sole member
(title (e.g., manager or member))

(limited liability company's SCC ID no. (optional))

(telephone number (optional))

CHECK IF APPLICABLE (see instructions):

The person signing this document on behalf of the limited liability company has been delegated the right and power to manage the company's business and affairs.

(The articles must be executed in the name of the limited liability company by any manager or other person who has been delegated the right and power to manage the business and affairs of the limited liability company, or if no managers or such other persons have been selected, by any member of the limited liability company.)

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS ON THE REVERSE

**OPERATING AGREEMENT FOR
REPUBLIC SERVICES OF VIRGINIA, LLC**

THIS OPERATING AGREEMENT (this “Agreement”) has been adopted by the sole initial authorized person of REPUBLIC SERVICES OF VIRGINIA, LLC, a Virginia limited liability company (the “Company”). The Company was organized as a limited liability company under the Virginia Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

As set forth in the Articles of Organization, the purposes of the Company are to engage and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation (“Certificate”). The rights and obligations of the Members shall be as provided under the Law, the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Certificate and/or the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

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Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

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- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

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- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2);and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

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Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Virginia.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns. This Agreement is subject to, and governed by, the Law and the Certificate. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Law or the provisions of the Certificate, the provisions of the Law or the Certificate, as the case may be, will be controlling.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

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Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and

holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Virginia Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services, Inc., a Delaware corporation	\$1.00	1

CERTIFICATE OF FORMATION

OF

Republic Services of Wisconsin LP, LLC

1. The name of the limited liability company is Republic Services of Wisconsin LP, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Republic Services of Wisconsin LP, LLC this 15th day of March, 2002.

/s/ David A. Barclay

David A. Barclay, Organizer

(DEL. — LLC 3239 — 3/7/95)

**CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266 OF THE DELAWARE GENERAL
CORPORATION LAW**

1. The name of the corporation is Republic Services of Wisconsin LP, Inc.
2. The date on which the original Certificate of Incorporation was filed with the Secretary of State is February 23, 2000.
3. The name of the limited liability company into which the corporation is herein being converted is Republic Services of Wisconsin LP, LLC.
4. The conversion has been approved in accordance with the provisions of Section 266.

Dated: March 15, 2002

By: /s/ David A. Barclay
Authorized Officer
Name: David A. Barclay, Vice President & Secretary Print or Type
Name

DEL12-6/29/00 C T System Online

**OPERATING AGREEMENT
FOR
REPUBLIC SERVICES OF WISCONSIN LP, LLC**

THIS OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF WISCONSIN LP, LLC, a Delaware limited liability company (the "Company"), is made and entered into on March 15, 2002, by Republic Services, Inc. ("RSI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of

the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including

the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Operating Agreement on March 15, 2002.

SOLE MEMBER:
REPUBLIC SERVICES, INC.

By: /s/ David A. Barclay
David A. Barclay
Title: Senior Vice President, General Counsel & Assistant Secretary

SCHEDULE I
TO OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO THE OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL CONTRIBUTIONS, AND
UNITS OF MEMBERS

Member
Republic Services, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1

CERTIFICATE OF FORMATION

OF

Republic Services of Wisconsin LP, LLC

1. The name of the limited liability company is Republic Services of Wisconsin LP, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Republic Services of Wisconsin LP, LLC this 15th day of March, 2002.

/s/ David A. Barclay

David A. Barclay, Organizer

(DEL. — LLC 3239 — 3/7/95)

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 03/15/2002
020175592 — 3182408

**CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266 OF THE DELAWARE GENERAL
CORPORATION LAW**

1. The name of the corporation is Republic Services of Wisconsin LP, Inc.
2. The date on which the original Certificate of Incorporation was filed with the Secretary of State is February 23, 2000.
3. The name of the limited liability company into which the corporation is herein being converted is Republic Services of Wisconsin LP, LLC.
4. The conversion has been approved in accordance with the provisions of Section 266.

Dated: March 15, 2002

By: /s/ David A. Barclay
Authorized Officer

Name: David A. Barclay, Vice President & Secretary
Print or Type Name

DEL112-6/29/00 C T System Online

**OPERATING AGREEMENT
FOR
REPUBLIC SERVICES OF WISCONSIN LP, LLC**

THIS OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES OF WISCONSIN LP, LLC, a Delaware limited liability company (the "Company"), is made and entered into on March 15, 2002, by Republic Services, Inc. ("RSI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of

the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including

the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2);and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Operating Agreement on March 15, 2002.

SOLE MEMBER:
REPUBLIC SERVICES, INC.

By: /s/ David A. Barclay
David A. Barclay
Title: Senior Vice President, General Counsel &
Assistant Secretary

SCHEDULE I
TO OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO THE OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1

CERTIFICATE OF LIMITED PARTNERSHIP

OF

REPUBLIC SERVICES OF WISCONSIN, LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

- I. The name of the limited partnership is: Republic Services of Wisconsin, Limited Partnership
- II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington. County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.
- III. The name and mailing address of each general partner is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
-------------	------------------------

Republic Services of Wisconsin GP, Inc. 110 S.E. 6th Street, 28th

Floor Ft. Lauderdale, FL 33301

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership of Republic Services of Wisconsin, Limited Partnership, as of February 23, 2000.

REPUBLIC SERVICES OF WISCONSIN
GP, INC. General Partner

By: /s/ David A.Barclay
David A. Barclay, Vice President



State of Delaware
Secretary of State
Division of Corporations
Delivered 06:58 PM 11/10/2008
FILED 06:40 PM 11/10/2008
SRV 081105902 — 3181687 FHE

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Republic Services of Wisconsin, Limited Partnership

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of each general partner as follows:

[Name: Republic Service of Wisconsta G.P,LLC S.E.6th street,Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 10th day of November, A.D. 2008.

By: /s/ David A. Barclay
General Partner (s)
David A. Barclay, Vice President
and Secretary of Republic Services
of Wisconsin GP, LLC, Its
General Partner

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:48 PM 01/09/2009
FILED 01:32 PM 01/09/2009
SRV 090020439 — 3181687 FILE

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is _____

Republic Services of Wisconsin, Limited Partnership

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of each general partner is as follows:

Name: Republic Services of Wisconsin GP, LLC, 18500 North Allied Way, Phoenix, AZ 85054

I N WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 7th day of January, A.D. 2009.

Republic Services of Wisconsin GP, LLC

By: /s/ Jo Lynn White
General Partner(s)

Name: Jo Lynn White, Secretary
Print or Type

**AMENDED AND RESTATED
AGREEMENT
OF
LIMITED PARTNERSHIP
OF
REPUBLIC SERVICES OF WISCONSIN, LIMITED PARTNERSHIP**

THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP of **REPUBLIC SERVICES OF WISCONSIN, LIMITED PARTNERSHIP** is made as of this 14th day of March, 2002, by and among **REPUBLIC SERVICES OF WISCONSIN GP, LLC**, a Delaware limited liability company (the "General Partner"), **REPUBLIC SERVICES OF WISCONSIN LP, LLC**, a Delaware limited liability company (the "Initial Limited Partner") amending the original Agreement of Limited Partnership dated February 23, 2000, and the Persons who become limited partners of the Partnership in accordance with the provisions hereof and whose names are set forth as Limited Partners on Schedule A attached hereto.

WITNESSETH:

WHEREAS, the General Partner has heretofore formed the Partnership by filing a Certificate of Limited Partnership with the office of the Secretary of State of the State of Delaware on February 23, 2000; and

WHEREAS, the parties hereto desire to provide for the governance of the Partnership and to set forth in detail their respective rights and duties relating to the Partnership.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I
DEFINED TERMS**

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"Act" means the Delaware Revised Uniform Limited Partnership Act, 6 Del.C. Section 17-101, et seq., as amended from time to time.

"Additional Units" has the meaning set forth in Section 4.03(a) hereof.

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question. As used in this definition, the term

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“control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Agreement of Limited Partnership of the Partnership, as amended, modified, supplemented or restated from time to time.

“Bankruptcy” means, with respect to any Partner, (i) the filing by a Partner of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code (or corresponding provisions of future laws) or any other federal or state insolvency law, or the filing by a Partner of an answer consenting to or acquiescing in any such petition, (ii) the making by a Partner of any assignment for the benefit of its creditors or the admission by a Partner in writing of its inability to pay its debts as they mature, (iii) the filing of an involuntary petition under Title 11 of the United States Code (or corresponding provisions of future laws), an application for the appointment of a receiver for the assets of a Partner, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other federal or state insolvency law, provided that the same shall not have been vacated, set aside or stayed within a sixty (60) day period after the occurrence of such event, or (iv) the entry against it of a final and nonappealable order for relief under any bankruptcy, insolvency or similar law now or hereafter in effect.

“Capital Account” means, with respect to any Partner, the account maintained for such Partner in accordance with the provisions of Section 4.05 hereof.

“Capital Contribution” means, with respect to any Partner, the aggregate amount of money contributed to the Partnership by such Partner pursuant to Sections 4.01.4.02.4.03 and 4.04 hereof.

“Certificate of Limited Partnership” means the Certificate of Limited Partnership and any and all amendments thereto and restatements thereof filed on behalf of the Partnership with the office of the Secretary of State of the State of Delaware.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Agreement, as such specific section or such corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

“Covered Person” has the meaning set forth in Section 12.01(a) hereof.

“Disabling Conduct” shall mean conduct that constitutes fraud, willful misconduct, bad faith or gross negligence.

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“General Partner” means Republic Services of Wisconsin GP, LLC, a Delaware limited liability company, and includes any Person who becomes an additional or successor general partner of the Partnership pursuant to the provisions of this Agreement.

“Indemnified Person” has the meaning set forth in Section 12.02(a) hereof.

“Initial Limited Partner” means Republic Services of Wisconsin a LP, LLC, a Delaware limited liability company, in its capacity as a limited partner of the Partnership.

“Liquidating Trustee” means the General Partner, or if there is no General Partner, a Person or Persons who may be approved by a Majority Vote.

“Limited Partner” means any Person named as a limited partner of the Partnership on Schedule A attached hereto and includes any Person admitted as an additional limited partner of the Partnership or a substituted limited partner of the Partnership pursuant to the provisions of this Agreement, and “Limited Partners” means two (2) or more of such Persons when acting in their capacities as limited partners of the Partnership.

“Majority Vote” means the written approval of, or the affirmative vote by, the holders of a majority of the Outstanding Units.

“Net Cash Flow” means, for each fiscal year or other period of the Partnership, the gross cash receipts of the Partnership from all sources, but excluding all Capital Contributions and any amounts that are held by the Partnership as a collection agent or in trust for others or that are otherwise not unconditionally available to the Partnership, less all amounts paid by or for the account of the Partnership during the same fiscal year or period (including, without limitation, payments of principal and interest on any Partnership indebtedness), and less any amounts determined by the General Partner to be necessary to provide a reasonable reserve for working-capital needs or to provide funds for any other contingencies of the Partnership. Net Cash Flow shall be determined in accordance with generally accepted accounting principles.

“Outstanding Units” means the number of Units shown on the books and records of the Partnership to be outstanding other than Units held by the Partnership; provided, however, that for purposes of a written approval or affirmative vote required to take any action hereunder, the number of Outstanding Units shall not include Units held by an assignee who has not been admitted as a Limited Partner pursuant to the terms of this Agreement.

“Partner” means any General Partner or Limited Partner, and “Partners” means two (2) or more such Persons.

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“Partnership” means Republic Services of Wisconsin, Limited Partnership, a Delaware limited partnership, the limited partnership heretofore formed and continued under and pursuant to the Act and this Agreement.

“Person” includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or other period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss).

“Record Date” means the date established by the General Partner as the record date for purposes of any entitlement hereunder.

“Record Holder” means the Limited Partner or assignee in whose name a Unit is registered on the books and records of the Partnership and, as applied to the General Partner’s interest in the Partnership, the owner thereof, in each case as of the close of business on any Record Date.

“Substituted Limited Partner” means a Person who is admitted to the Partnership as a Limited Partner pursuant to this Agreement in place of a Limited Partner or an assignee, and who is named as a Limited Partner on Schedule A attached hereto.

“Successor” means any Person who becomes (i) an assignee of a General Partner’s interest in the Partnership, or part thereof (whether or not such assignee becomes an additional or successor General Partner pursuant to this Agreement), (ii) an assignee of a Limited Partner’s interest in the Partnership, or part thereof (whether or not such assignee becomes a Limited Partner pursuant to this Agreement), or (iii) an assignee of a Successor.

“Tax Matters Partner” has the meaning set forth in Section 10.06(a) hereof.

“Term” has the meaning set forth in Section 2.08 hereof.

“Treasury Regulations” means the income-tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unit” means an interest of a Limited Partner or an assignee in the Partnership representing such fractional part of the interests of all Limited Partners or assignees pursuant to this Agreement as is equal to the quotient of one divided by the number of Outstanding Units.

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ARTICLE II
CONTINUATION AND PURPOSES

Section 2.01. Continuation. The parties hereto hereby continue the Partnership as a limited partnership under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Partners shall be as provided in the Act, except as otherwise provided herein.

Section 2.02. Name. The name of the Partnership heretofore formed and continued hereby is "Republic Services of Wisconsin, Limited Partnership", unless and until the name of the Partnership is changed by the General Partner, in its sole discretion, and an appropriate amendment to the Certificate of Limited Partnership is filed as required by the Act. The Partnership's businesses may be conducted under the name of the Partnership or any other name or names deemed advisable by the General Partner, including the name of the General Partner or any Affiliate thereof. The words "Limited Partnership," "L.P." or similar words or letters shall be included in the Partnership's name where necessary for the purposes of complying with the laws of any jurisdiction that so requires.

Section 2.03. Principal Place of Business. The principal place of business of the Partnership shall be located at 300 Raemisch Road, Wannakee, WI 53597. The General Partner may hereafter change the principal place of business of the Partnership to such other place or places as the General Partner may determine from time to time in its sole discretion. The General Partner shall give notice of any such change to the Limited Partners. The Partnership may maintain such other offices at such other places as the General Partner deems advisable.

Section 2.04. Registered Office. The address of the registered office of the Partnership in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801.

Section 2.05. Registered Agent. The Partnership's registered agent for service of process on the Partnership in the State of Delaware is the Corporation Trust Company.

Section 2.06. Purposes. The purpose and business of the Partnership shall be any businesses which may lawfully be conducted by a limited partnership formed pursuant to the Act, including primarily, but without limitation, integrated solid waste services; the carrying on of any business relating thereto or arising therefrom; and anything incidental or necessary to the foregoing.

RS of WI LP Amended LP Agmt.wpd

Section 2.07. Powers. The Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes and business described herein and for the protection and benefit of the Partnership, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Partnership by the General Partner pursuant to Article VIII hereof. The Partnership, and the General Partner on behalf of the Partnership, may enter into and perform any contracts necessary to carry out the business of the Partnership without any further act, vote or approval of any Partner notwithstanding any other provision of this Agreement, the Act or other applicable law, rule or regulation. The General Partner is hereby authorized to enter into the agreements described in the preceding sentence on behalf of the Partnership, but such authorization shall not be deemed a restriction on the power of the General Partner to enter into other agreements on behalf of the Partnership.

Section 2.08. Term. The term of the Partnership (the "Term") commenced on the date the Certificate of Limited Partnership was filed in the office of the Secretary of State of the State of Delaware and shall continue until the 23rd day of February 2020 unless dissolved before such date in accordance with the provisions of this Agreement or extended beyond February 23, 2020 pursuant to a majority Vote and the consent of the General Partner.

ARTICLE III

NAMES AND ADDRESSES OF PARTNERS

Section 3.01. General Partner. The name and mailing address of the General Partner are set forth on Schedule A attached hereto and made a part hereof.

Section 3.02. Limited Partners. The names and addresses of the Limited Partners are set forth on Schedule A attached hereto and made a part hereof. A Person shall be deemed admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner on Schedule A attached hereto. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

ARTICLE IV

CAPITAL CONTRIBUTIONS, SALE OF UNITS, AND CAPITAL ACCOUNTS

Section 4.01. General Partner Initial Capital Contributions. The General Partner has contributed in cash to the capital of the Partnership the amount set forth opposite the General Partner's name on Schedule A attached hereto. Such amount constitutes the agreed value of the contribution made by the General Partner.

Section 4.02. Limited Partner Initial Capital Contributions. Each Limited Partner has contributed in cash to the capital of the Partnership the amount set forth opposite the Limited Partner's name on Schedule A attached hereto. Such amount constitutes the agreed value of the contribution made by each Limited Partner.

Section 4.03. Sale of Additional Limited Partner Interests.

(a) The General Partner and the Partnership are hereby authorized to raise additional Partnership capital by offering and selling, or causing to be offered and sold, additional limited partner interests in the Partnership (the "Additional Units") in such amounts and on such terms as the General Partner in its sole discretion may determine. Each Person who subscribes for any of the Additional Units shall be admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner on Schedule A attached hereto. Each such Person shall pay in cash to the Partnership, as its Capital Contribution, the purchase price for such Additional Units upon its subscription therefor.

(b) The General Partner, in its individual capacity, may purchase for cash such number of Additional Units as the General Partner, in its sole discretion, may desire to purchase. Each Additional Unit held by the General Partner shall represent an interest in the Partnership as a Limited Partner that shall include all rights and obligations of a Limited Partner. As the holder of Units the General Partner shall be admitted to the Partnership as a limited partner of the Partnership.

Section 4.04. Additional Capital Contributions.

(a) If the General Partner determines, in its sole discretion, that the Partnership requires additional capital contributions from the Partners, then written notice thereof shall promptly be given to all Partners. Upon the date specified in such notice, which date shall not be less than fifteen (15) days after the date such notice is delivered or mailed, as the case may be, in accordance with Section 16.01 hereof, the Partners shall contribute to the Partnership in cash their pro rata share, based on their respective Capital Contributions, of the total amount of additional capital required by the Partnership.

(b) No Limited Partner shall be required to make any contribution to the capital of the Partnership other than the Capital Contribution required to be made by such Limited Partner pursuant to Sections 4.02, 4.03 or 4.04(a) hereof.

Section 4.05. Capital Accounts.

(a) An individual Capital Account shall be established and maintained for each Partner and each Successor who hereafter owns an interest in the Partnership. The original Capital Account established for any Successor shall be in the same amount as, and

shall replace, the Capital Account of the Person whom such Successor succeeds, and, for purposes of this Agreement, such Successor shall be deemed to have made the Capital Contribution of the Person whom such Successor succeeds. To the extent a Successor acquires less than the entire interest in the Partnership of the Person it succeeds, the original Capital Account of such Successor and its Capital Contribution shall be in proportion to the interest it acquires, and the Capital Account of the Person who retains a partial interest in the Partnership, and the amount of its Capital Contribution, shall be reduced in proportion to the interest it retains.

(b) A separate Capital Account shall be established for each Partner on the books of the Partnership on the date on which such Partner makes its Initial Capital Contribution, as provided in Sections 4.01 and 4.02 hereof. The foregoing provisions and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations and shall be interpreted and applied in a manner consistent with the Treasury Regulations.

Section 4.06. Status of Capital Contributions.

(a) Except as otherwise provided in this Agreement, the amount of a Partner's or a Successor's Capital Contribution may be returned to it, in whole or in part, at any time, but only upon (i) the consent of the General Partner (which consent the General Partner may withhold in its sole discretion), and (ii) the approval of a majority in interest in the capital of the Partnership among all Partners. Any such return of Capital Contribution shall be pro rata to all Partners and Successors in accordance with their then proportionate interests in Partnership capital. Notwithstanding the foregoing, no return of a Partner's or a Successor's Capital Contribution shall be made hereunder if such distribution would not comply with the requirements of Section 17-607 of the Act or other applicable law. Under circumstances requiring a return of any Capital Contribution, no Partner or Successor shall have the right to demand or receive property other than cash except as may be specifically provided in this Agreement.

(b) No Partner or Successor shall receive any interest, salary, or drawing with respect to its Capital Contribution or its Capital Account or for services rendered on behalf of the Partnership or otherwise in its capacity as a Partner or Successor, except as otherwise specifically provided in this Agreement.

(c) Except as provided in the Act or in this Agreement, no Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as provided in the Act or in this Agreement, a Limited Partner shall be liable only to make its Capital Contribution pursuant to Sections 4.02, 4.03 and 4.04(a) hereof and shall not be required to lend any funds to the Partnership and, after its Capital Contribution has been paid pursuant to Sections 4.02, 4.03 and 4.04(a) hereof, to make any additional Capital Contribution to the Partnership. No General Partner shall have any personal liability for the repayment of any Capital Contribution of any Limited Partner.

Section 4.07. Advances. If any Partner or Successor shall advance any funds to the Partnership in excess of its Capital Contribution, the amount of such advance shall neither increase its Capital Account nor entitle it to any increase in its share of the distributions of the Partnership. The amount of any such advance shall be a debt obligation of the Partnership to such Partner or Successor and shall be repaid to it by the Partnership with such interest and upon such other terms and conditions as shall be mutually determined by such Partner or Successor and the General Partner. Any such advance shall be payable and collectible only out of the Partnership assets, and the Partners shall not be personally obligated to repay any part thereof. No Person who makes any nonrecourse loan to the Partnership shall have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital, or property of the Partnership, other than as a secured creditor.

**ARTICLE V
ALLOCATIONS**

Section 5.01. Profits. Profits for any fiscal year shall be allocated to the Partners in proportion to the Partnership Interests in effect at the end of the fiscal year.

Section 5.02. Losses. Losses for any fiscal year shall be allocated to the Partners in proportion to the Partnership Interests in effect at the end of the fiscal year.

**ARTICLE VI
DISTRIBUTIONS**

Section 6.01. Net Cash Flow. Except as otherwise provided in Article XIII hereof (relating to the dissolution of the Partnership), any distribution of the Net Cash Flow of the Partnership during any fiscal year of the Partnership shall be made to the Partners in shares proportionate to their respective Capital Contributions.

Section 6.02. Distribution Rules.

(a) All distributions pursuant to Section 6.01 hereof shall be at such times and in such amounts as shall be determined by the General Partner, in its sole discretion.

(b) Any distributions made by the Partnership pursuant to Section 6.01 hereof shall be made only in cash.

Section 6.03. Restricted Distributions. Notwithstanding any provision to contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not make a distribution to any Partner on account of its interest in the Partnership if such distribution would violate Section 17-607 of the Act or other applicable law.

ARTICLE VII

REIMBURSEMENT OF EXPENSES TO GENERAL PARTNER

Section 7.01. Partnership Expenses. The Partnership shall reimburse the General Partner for all ordinary and reasonably necessary out-of-pocket expenses incurred by the General Partner on behalf of the Partnership.

ARTICLE VIII

MANAGEMENT

Section 8.01. Management and Control of the Partnership. The General Partner shall have full, exclusive and complete discretion to manage and control the businesses and affairs of the Partnership, to make all decisions affecting the businesses and affairs of the Partnership and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Partnership as set forth herein. No Limited Partner or assignee, as such, shall have any authority, right or power to bind the Partnership or to manage or control, or to participate in the management or control of, the businesses and affairs of the Partnership in any manner whatsoever.

Section 8.02. Powers of General Partner. Except as otherwise expressly provided herein, the General Partner (acting on behalf of the Partnership), shall have the right, power and authority, in the management of the businesses and affairs of the Partnership, to do or cause to be done any and all acts, at the expense of the Partnership, as the case may be, deemed by the General Partner to be necessary or appropriate to effectuate the businesses, purposes and objectives of the Partnership. The power and authority of the General Partner shall include, without limitation, the power and authority:

- (1) To acquire, own, lease, sublease, manage, finance, hold, deal in, request, re-zoning of, control or dispose of any interest or rights in personal property or real property;
- (2) To negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Partnership;

(3) To pay, collect, compromise, litigate, arbitrate, or otherwise adjust or settle any and all other claims or demands of or against the Partnership or to hold such proceeds against the payment of contingent liabilities;

(4) To borrow money or to obtain credit in such amounts, at such rate of interest and upon such other terms and conditions as the General Partner deems appropriate, recourse or nonrecourse, from banks, other lending institutions or any other Person, including the Partners, and pursuant to indentures, loan agreements or any other type of instrument, for any purpose of the Partnership and to secure payment of the principal of any such indebtedness and the interest thereon by mortgage, pledge, conveyance or assignment in trust of or grant security interest in the whole or any part of any or all of the property and assets of the Partnership;

(5) To make, execute, assign, acknowledge and file on behalf of the Partnership any and all documents or instruments of any kind which the General Partner may deem necessary or appropriate in carrying out the purposes and business of the Partnership; and any Person dealing with the General Partner shall not be required to determine or inquire into its authority or power to bind the Partnership or to execute, acknowledge or deliver any and all documents in connection therewith;

(6) To assume obligations, enter into contracts, including contracts of guaranty or suretyship, incur liabilities, lend money and otherwise use the credit of the Partnership, and to secure any and all obligations, contracts or liabilities of the Partnership by mortgage, pledge or other encumbrance of all or any part of the property and income of the Partnership;

(7) To invest funds of the Partnership;

(8) To employ and engage suitable agents, employees, advisors, consultants and counsel (including any custodian, investment advisor, accountant, attorney, corporate fiduciary, bank or other reputable financial institution, or any other agents, employees or Persons who may serve in such capacity for the General Partner or any Affiliate of the General Partner) to carry out any activities that the General Partner is authorized or required to carry out under this Agreement (subject to the supervision and control of the General Partner), including, without limitation, a Person who may be engaged to undertake some or all of the general management, property management, financial accounting and recordkeeping or other duties of the General Partner and to indemnify such Persons against liabilities incurred by them in acting in such capacity as on behalf of the Partnership;

(9) To employ and retain Persons as may be necessary or appropriate for the conduct of the Partnership's businesses (subject to the supervision and control of the General Partner), including employees and agents who may be designated as officers with titles including but not limited to "chairman," "president," "vice president,"

“treasurer,” “secretary,” “general manager,” “director” and “chief financial officer,” as and to the extent authorized by the General Partner;

(10) To register, qualify, list or report, or cause to be registered, qualified, listed or reported, this Agreement, the Units issued in connection herewith or the Partnership pursuant to the Securities Act of 1933, the Exchange Act, any other securities laws of the United States, the securities laws of any State of the United States, the laws of any other jurisdiction, the laws of any securities exchange or pursuant to an automated quotation system of a registered securities association as the General Partner deems appropriate;

(11) To qualify the Partnership to do business in any state, territory, dependency or foreign country;

(12) To sell or dispose of all or a portion of the Partnership’s assets and/or businesses for the benefit of the Partners at the times and on terms determined by the General Partner, in its sole discretion;

(13) To form or cause to be formed, and to own the stock of, one or more corporations, and to form or cause to be formed and to participate in partnerships, joint ventures, limited liability companies, trusts and other entities; and

(14) To possess and exercise any additional rights and powers of a General Partner under the partnership laws of the State of Delaware, including, without limitation, the Act and the Delaware Uniform Partnership Law (and any other applicable laws, to the extent not expressly prohibited by this Agreement).

The expression of any power or authority of the General Partner in this Agreement shall not in any way limit or exclude any other power or authority which is not specifically or expressly set forth in this Agreement. Notwithstanding any of the foregoing, the Partnership shall be operated in such a manner as the General Partner deems reasonable and necessary or appropriate to preserve the limited liability of the Limited Partners.

Section 8.03. Outside Businesses. Any Partner, or Affiliate thereof, may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the businesses of the Partnership, and neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the businesses of the Partnership, shall not be deemed wrongful or improper. No Partner or Affiliate thereof shall be obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership, and any Partner or Affiliate shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

Section 8.04. Relationships with Affiliates. The Partnership may enter into any agreement or contract with the General Partner, any Person who is an Affiliate of the General Partner, any Limited Partner, any Affiliate of a Limited Partner, or any agent of the General Partner or the Partnership without the prior approval of any other Partners, provided that any such agreement or contract shall contain substantially such terms and conditions as would be contained in a similar agreement or contract entered into by the Partnership as the result of arm's-length negotiations from a comparable unaffiliated disinterested third party.

Section 8.05. Title to Assets of the Partnership. Title to assets of the Partnership, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such assets of the Partnership or any portion thereof. Title to any or all of the assets of the Partnership may be held in the name of the Partnership, the General Partner or in the name of one or more nominees, as the General Partner may determine. The General Partner declares and warrants that any assets of the Partnership for which legal title is held in the name of the General Partner shall be held in trust by the General Partner for the use and benefit of the Partnership in accordance with the terms and provisions of this Agreement. All assets of the Partnership shall be recorded as the property of the Partnership on its books and records, irrespective of the name in which legal title to such assets of the Partnership is held.

Section 8.06. Purchase or Sale of Units. The General Partner may, on behalf of and for the account of the Partnership, purchase or otherwise acquire Units and, following any such purchase or acquisition, may sell or otherwise dispose of any such Units in accordance with applicable law.

Section 8.07. Resolution of Conflicts of Interest.

(a) Unless otherwise expressly provided herein, (i) whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, or a Limited Partner on the other hand, or (ii) whenever this Agreement or any other agreement contemplated herein or therein provides that the General Partner shall act in a manner which is, or provides terms which are, fair and reasonable to the Partnership, or any Limited Partner, the General Partner shall resolve such conflict of interest, taking such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the General Partner, the resolution, action or terms so made, taken or provided by the General Partner shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of the General Partner at law or in equity or otherwise.

(b) Whenever in this Agreement the General Partner is permitted or required to make a decision (i) in its “sole discretion” or “discretion” or under a grant of similar authority or latitude, the General Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership or the Limited Partners, or (ii) in its “good faith” or under another expressed standard, the General Partner shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein or by relevant provisions of law or in equity or otherwise.

Section 8.08. Merger. The Partnership may merge with, or consolidate into, another business entity (as defined in Section 17-211(a) of the Act) upon the approval by the General Partner and a Majority Vote of the Limited Partners. In accordance with Section 17-211 of the Act (including Section 17-211(g) of the Act), notwithstanding anything to the contrary contained in this Agreement, an agreement of merger or consolidation approved by the General Partner and a Majority Vote of the Limited Partners, may (A) effect any amendment to this Agreement, or (B) effect the adoption of a new partnership agreement for the Partnership if it is the surviving or resulting limited partnership of the merger or consolidation. Any amendment to this Agreement or adoption of a new partnership agreement made pursuant to the foregoing sentence shall be effective at the effective time or date of the merger or consolidation. For purposes of any vote required by the Limited Partners in connection with any merger or consolidation, the Limited Partners shall be treated for purposes of voting as a single class of limited partners. The provisions of Section 8.08 hereof shall not be construed to limit the accomplishment of a merger or of any of the matters referred to herein by any other means otherwise permitted by law.

ARTICLE IX
LIMITED PARTNERS

Section 9.01. Liability of Limited Partners. Except as otherwise expressly required by law, a Limited Partner, in its capacity as such, shall have no liability in excess of (i) the amount of its Capital Contribution, (ii) its share of any undistributed profits and assets of the Partnership, (iii) its obligation to make other payments expressly provided for in this Agreement, and (iv) the amount of any distributions wrongfully distributed to it. It is the intent of the parties hereto that no distribution to any Limited Partner shall be deemed a return of any money or other property in violation of the Act. The payment of any such money or distribution of any such property to a Limited Partner shall be deemed to be a compromise within the meaning of Section 17-502(b) of the Act, and the Limited Partner receiving any such money or property shall not be required to return any such money or property to any Person, the Partnership or any creditor of the Partnership. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Limited Partner is obligated to return such money or property, such obligation shall be the obligation of such Limited Partner and not of the General Partner.

Section 9.02. No Management by Limited Partners. No Limited Partner, in its capacity as such, shall take part in the day-to-day management, operation or control of the business and affairs at the Partnership. The Limited Partner shall not have any right, power, or authority to transact any business in the name of the Partnership or to act for or on behalf of or to bind the Partnership. A Limited Partner shall have no rights other than those specifically provided herein or granted by law.

Section 9.03. Employees, Agents or Officers of the Partnership or a General Partner. A Limited Partner, or an employee, agent, director or officer of a Limited Partner, may also be an employee, agent, director or officer of the Partnership or a General Partner. The existence of these relationships and acting in such capacities will not result in a Limited Partner being deemed to be participating in the control of the business of the Partnership or otherwise affect the liability of the Limited Partner or the Person so acting.

ARTICLE X

BOOKS, RECORDS, AND FINANCIAL STATEMENTS

Section 10.01. Records and Access to Records. At all times during the continuation of the Partnership, the General Partner shall keep or cause to be kept full and true books of account maintained in accordance which generally accepted accounting principles consistently applied in which shall be entered fully and accurately each transaction of the Partnership. Such books of account, together with a copy of this Agreement and of the Certificate of Limited Partnership, shall at all times be maintained at the principal place of business of the Partnership and shall be open to inspection and examination at reasonable times by all Partners and their duly authorized representatives for any purpose reasonably related to such Partner's interest as a partner in the Partnership. The books of account and the records of the Partnership shall be examined by and reported upon as of the end of each fiscal year of the Partnership by a firm of independent certified public accountants of national reputation selected by the General Partner.

Section 10.02. Confidentiality Provisions and Limitations on Access. Notwithstanding any other provision of this Agreement, the General Partner may, to the maximum extent permitted by applicable law, keep confidential from the Limited Partners any information the disclosure of which the General Partner reasonably believes is not in the best interest of the Partnership or is adverse to the interests of the Partnership or which the Partnership or the General Partner is required by law or by an agreement with any Person to keep confidential.

Section 10.03. Reports to Partners.

(a) The General Partner shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Partnership and the following documents that shall be transmitted to each Partner at the times hereinafter set forth:

(1) Within three (3) months after the close of each fiscal year of the Partnership, the following financial statements, examined by and certified to by the independent certified public accountants referred to in Section 10.01 hereof:

- (i) Balance sheet of the Partnership as of the beginning and close of such year;
- (ii) Statement of Partnership Profits and Losses for such year; and
- (iii) Statement of such Partner's Capital Account as of the close of such year, and changes therein during such year.

(2) Within three (3) months after the close of each fiscal year of the Partnership, the following documents:

- (i) A statement indicating such Partner's share of each item of Partnership income, gain, loss, deduction, or credit for such year for income-tax purposes; and
- (ii) A copy of each income-tax return, federal or state, filed by the Partnership for such year.

(b) All information contained in any statement or other document distributed to any Partner pursuant to Section 10.03 hereof shall be deemed accurate, binding, and conclusive with respect to such Partner unless written disapproval is made thereto by such Partner to the Partnership within twenty (20) days after the receipt of such statement or other document by such Partner.

Section 10.04. Bank or Brokerage Accounts. All funds of the Partnership shall be deposited in the Partnership name in such bank or brokerage account or accounts as shall be designated by the General Partner. Withdrawals from any such bank or brokerage account or accounts shall be made upon such signature or signatures as the General Partner may designate.

Section 10.05. Right to Make Section 754 Election. The General Partner may, in its sole discretion, make or revoke, on behalf of the Partnership, an election in accordance with Section 754 of the Code, so as to adjust the basis of Partnership property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a transfer of a Partnership interest within the meaning of Section 743 of the Code. Each of the Partners shall, upon request of the General Partner, supply the information necessary to give effect to such an election.

Section 10.06. Tax Matters Partner.

(a) The General Partner is hereby designated as the "Tax Matters Partner" of the Partnership within the meaning of Section 6231(a)(7) of the Code and shall have the power to manage and control, on behalf of the Partnership, any administrative proceeding at the Partnership level with the Internal Revenue Service relating to the determination of any item of Partnership income, gain, loss, deduction, or credit for federal income-tax purposes.

(b) The Tax Matters Partner shall comply with all statutory provisions of the Code applicable to a "tax matters partner" and shall, without limitation, within thirty (30) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Partnership level relating to the determination of any Partnership item of income, gain, loss, deduction, or credit, mail a copy of such notice to each Partner.

ARTICLE XI

ASSIGNABILITY; ADMISSION AND WITHDRAWAL OF PARTNERS

Section 11.01. Assignability of a General Partner's Interest in the Partnership. A General Partner may not sell, transfer, assign, pledge, encumber, mortgage, or otherwise hypothecate (hereinafter in this Article XI hereof collectively referred to as "assign" or "assignment") the whole or any part of its interest as a General Partner in the Partnership without the prior Majority Vote of the Limited Partners. An assignee of all or part of the interest of a General Partner in the Partnership shall be admitted to the Partnership as a general partner of the Partnership only if a Majority Vote of the Limited Partners approves in writing the admission of such assignee as an additional or successor General Partner. If such vote is obtained, the admission shall be effective upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that such Person has been admitted to the Partnership as a general partner of the Partnership, and shall occur, and for all purposes shall be deemed to have occurred, immediately prior to the time the assignor ceases to be a general partner of the Partnership. Upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that a General Partner is no longer a general partner of the Partnership, such General Partner shall at that time cease to be a general partner of the Partnership.

Section 11.02. Assignability of a Limited Partner's Interest in the Partnership. No Limited Partner may assign the whole or any part of its interest in the Partnership without the prior written consent of the General Partner, which consent shall not be unreasonably withheld (taking into account the best interests of the Partnership). If the prior written consent of the General Partner is obtained for any such assignment, such assignment shall, nevertheless, not entitle the assignee to become a Substituted Limited Partner or to be entitled to exercise or

receive any of the rights, powers or benefits of a Limited Partner other than the right to receive distributions to which the assigning Limited Partner would be entitled, unless the assigning Limited Partner designates, in a written instrument delivered to the General Partner, its assignee to become a Substituted Limited Partner and the General Partner, in its sole discretion, consents to the admission of such assignee as a Limited Partner; and provided further, that such assignee shall not become a Substituted Limited Partner without having first executed an instrument reasonably satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement, including a counterpart signature page to this Agreement, and without having paid to the Partnership a fee sufficient to cover all reasonable expenses of the Partnership in connection with its admission as a Substituted Limited Partner.

Section 11.03. Recognition of Assignment by Partnership. No assignment, or any part thereof, that is in violation of Article XI hereof shall be valid or effective, and neither the Partnership nor the General Partner shall recognize the same for the purpose of making distributions of Partnership Net Cash Flow pursuant to Section 6.01 hereof with respect to such Partnership interest, or part thereof. Neither the Partnership nor the General Partner shall incur any liability as a result of refusing to make any such distributions to the transferee of any such invalid assignment.

Section 11.04. Effective Date of Assignment. Any valid assignment of a Limited Partner's interest in the Partnership, or part thereof, pursuant to the foregoing provisions of Section 11.02 hereof shall be effective as of the close of business on the last day of the calendar month in which the General Partner gives its written consent to such assignment (or the last day of the calendar month in which such assignment occurs, if later). The Partnership shall, from the effective date of such assignment, thereafter pay all further distributions of Net Cash Flow, on account of the Partnership interest (or part thereof) so assigned, to the assignee of such interest, or part thereof. As between any Partner and its assignee, Profits and Losses for the fiscal year of the Partnership in which such assignment occurs shall be apportioned for federal income-tax purposes in accordance with any manner permitted under Section 706(d) of the Code as such Partner and its assignee may agree to.

Section 11.05. Death, Incompetency, Bankruptcy, or Dissolution of a Limited Partner. The death, incompetency, Bankruptcy, dissolution or other cessation to exist as a legal entity of a Limited Partner shall not, in and of itself, dissolve the Partnership. In any such event, the legal representative or successor of such Limited Partner may exercise all of the rights of such Limited Partner for the purpose of settling its estate or administering its property, subject to the terms and conditions of this Agreement, including any power of an assignee to become a Limited Partner.

Section 11.06. Withdrawal from the Partnership. Except as provided in this Agreement, a General Partner or a Limited Partner may not withdraw as a general partner of the Partnership or as a limited partner of the Partnership, as the case may be.

Section 11.07. Removal of General Partner. A General Partner may be removed as a general partner of the Partnership with or without cause upon (i) the approval of the Limited Partners having, in the aggregate, not less than eighty percent (80%) of the Outstanding Units, and (ii) the election by such Limited Partners of a successor General Partner. Upon any such election, all Partners shall be bound thereby and shall be deemed to have approved thereof. Such successor General Partner shall be deemed admitted to the Partnership immediately prior to the removal of the predecessor General Partner and shall continue the Partnership without dissolution. A successor General Partner shall be admitted as a general partner of the Partnership upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that the successor General Partner has been admitted as a general partner of the Partnership and that the removed General Partner is no longer a general partner of the Partnership.

ARTICLE XII
EXCULPATION AND INDEMNIFICATION OF
THE GENERAL PARTNER AND OTHER INDEMNIFIED PERSONS

Section 12.01. Exculpatory Provisions.

(a) Notwithstanding any other terms of this Agreement, whether express or implied, or obligation or duty at law or in equity, neither the General Partner, its Affiliates, nor any of their respective officers, directors, shareholders, partners, employees, representatives or agents nor any officer, employee, representative or agent of the Partnership and its Affiliates (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Partnership or any Partner for any act or omission (in relation to the Partnership, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by a Covered Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Partnership and is within the scope of authority granted to such Covered Person by this Agreement, provided that such act or omission does not constitute Disabling Conduct.

(b) A Covered Person may rely and shall incur no liability in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature or writing reasonably believed by it to be genuine, and may rely on a certificate signed by an officer of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge and may rely on an opinion of counsel selected by such Covered Person with respect to legal matters unless such Covered Person acts in bad faith.

Section 12.02. Indemnification of General Partner and Other Indemnified Persons.

(a) To the fullest extent permitted by law, the Partnership shall indemnify and hold harmless the General Partner, its Affiliates and all directors, officers, shareholders, partners, employees, representatives and agents of the General Partner and its Affiliates and all officers, employees, representatives and agents of the Partnership and its Affiliates (individually, an "Indemnified Person" and collectively, the "Indemnified Persons") from and against any and all losses, claims, demands, liabilities, expenses (including all fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management or the affairs of the Partnership, or the General Partner or its status as a General Partner, an Affiliate thereof, or partner, director, officer, stockholder, employee, representative or agent thereof or of the Partnership or a Person serving at the request of the Partnership, the General Partner or any Affiliate thereof in another entity in a similar capacity, which relates to or arises out of the Partnership, its property, its businesses or affairs, and regardless of whether the liability or expense accrued at or relates to, in whole or in part, any time before, on or after the date hereof. The negative disposition of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnified Person acted in a manner contrary to the standard set forth in Section 12.02(b) hereof. Any indemnification pursuant to Section 12.02 hereof shall be made only out of the assets of the Partnership.

(b) An Indemnified Person shall not be entitled to indemnification under Section 12.02 hereof with respect to any claim, issue or matter in which it has engaged in Disabling Conduct; provided, however, that a court of competent jurisdiction, may determine upon application that, despite such Disabling Conduct, in view of all the circumstances of the case, the Indemnified Person is fairly and reasonably entitled to indemnification for such liabilities and expenses as the court may deem proper.

(c) To the fullest extent permitted by law, expenses (including legal fees) incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified as authorized in Section 12.02 hereof.

(d) The indemnification provided by Section 12.02 hereof shall be in addition to any other rights to which an Indemnified Person may be entitled under any agreement, by law or vote of the Partners as a matter of law or otherwise, both as to action in the Indemnified Person's capacity as the General Partner, an Affiliate thereof or a partner, director, officer, stockholder, partner, representative, employee or agent thereof, or an officer, employee, representative or agent of the Partnership or an Affiliate thereof and, as to action in any other capacity, shall continue as to an Indemnified Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of an Indemnified Person.

(e) The General Partner and the Partnership may purchase and maintain insurance, to the extent and in such amounts as the General Partner shall, in its sole discretion, deem reasonable, on behalf of Indemnified Persons and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by such Person in connection with activities of the Partnership or such indemnities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement. The General Partner and the Partnership may enter into indemnity contracts with Indemnified Persons and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 12.02 hereof and containing such other procedures regarding indemnification as are appropriate.

(f) In no event may any Indemnified Person subject the Limited Partners to personal liability by reason of any indemnification of an Indemnified Person under this Agreement or otherwise.

(g) An Indemnified Person shall not be denied indemnification in whole or in part under Section 12.02 hereof because the Indemnified Person had an interest in the transaction with respect to which the indemnification applies if the transaction is otherwise permitted by the terms of this Agreement.

(h) The provisions of Section 12.02 hereof are for the benefit of the Indemnified Persons and their heirs, successors, assigns, administrators and personal representatives and shall not be deemed to be for the benefit of any other Persons. The provisions of Section 12.02 hereof shall not be amended in any way that would adversely affect the Indemnified Person without the consent of the Indemnified Person.

Section 12.03. Duties of a General Partner and Others Controlling a General Partner. To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, the General Partner and any other Indemnified Person acting in connection with the Partnership's businesses or affairs, shall not be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of an Indemnified Person otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of such Indemnified Person.

ARTICLE XIII

DISSOLUTION AND TERMINATION

Section 13.01. No Dissolution. The Partnership shall not be dissolved by the admission of additional Limited Partners or Substituted Limited Partners or by the admission of additional General Partners or successor General Partners in accordance with the terms of this Agreement. The Partnership shall not be dissolved as a result of a change in the corporate form of the General Partner or the Limited Partner.

Section 13.02. Events Causing Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

- a) The expiration of the term of the Partnership, as provided in Section 2.08 hereof;
- b) The withdrawal, removal or Bankruptcy of the General Partner or assignment of by the General Partner of its entire interest in the Partnership when the assignee is not admitted to the Partnership as an additional or successor General Partner in accordance with Section 11.01 hereof, or the occurrence of any other event that results in the General Partner ceasing to be a general partner of the Partnership under the Act, provided the Partnership shall not be dissolved and required to be wound up in connection with any of the events specified in this clause (b) if (i) at the time of the occurrence of such event there is at least one (1) remaining general partner of the Partnership who is hereby authorized to and does carry on the business of the Partnership, or (ii) within ninety (90) days after the occurrence of such event, all remaining Partners agree in writing to continue the businesses of the Partnership and to the appointment, effective as of the date of such event, if required, of one (1) or more additional general partners of the Partnership;
- c) A written determination by the General Partner to dissolve the Partnership;
- d) The affirmative vote of holders of seventy-five (75%) or more of the Outstanding Units to dissolve the Partnership;
- e) The sale by the Partnership of all or substantially all of the Partnership's assets; or
- f) The entry of a decree of judicial dissolution under Section 17-802 of the Act.

Section 13.03. Notice of Dissolution. Upon the dissolution of the Partnership, the General Partner or the Liquidating Trustee, as the case may be, shall promptly notify the Partners of such dissolution.

Section 13.04. Liquidation. Upon dissolution of the Partnership, the General Partner, or, in the event that the dissolution is caused by an event described in Section 13.02(b) hereof

and there is no other General Partner, a Person or Persons who may be approved by a Majority Vote as the Liquidating Trustee, shall immediately commence to wind up the Partnership's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the Partners to minimize the normal losses attendant upon a liquidation. The Partners shall continue to share Profits and Losses during liquidation in the same proportions as specified in Article V hereof as before liquidation. Each Partner shall be furnished with a statement prepared by the Partnership's certified public accountant that shall set forth the assets and liabilities of the Partnership as of the date of dissolution. The proceeds of liquidation shall be distributed, as realized, in the following order and priority:

(a) To creditors of the Partnership, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Partnership (whether by payment or the making of reasonable provision for payment thereof); and

(b) To distribute to the Partners the remaining proceeds of liquidation in accordance with the Capital Account balances of the Partners.

Section 13.05. Methods Of Liquidation. The Partnership may be liquidated by either:

(a) Selling the Partnership assets and distributing the net proceeds therefrom in the manner provided in Section 13.04 hereof. Any net gain or loss realized by the Partnership on the sale or other disposition of Partnership assets in the process of the liquidation of the Partnership shall be allocated to the Partners in the ratios specified for allocating Profits or Losses in Article V hereof; or

(b) Subject to the order of priority set forth in Section 13.04 hereof, distributing the Partnership assets proportionately to the Partners in kind with each Partner accepting an undivided interest in the Partnership assets, subject to Partnership liabilities, in satisfaction of its proportionate interests in the Partnership.

Section 13.06. Termination of Partnership. The Partnership shall terminate when all of the assets of the Partnership, after payment of or due provision for all debts, liabilities and obligations of the Partnership, shall have been distributed to the Partners in the manner provided for in Article XIII hereof, and the Certificate of Limited Partnership shall have been canceled in the manner required by the Act.

**ARTICLE XIV
ARBITRATION**

Section 14.01. **Dispute Resolution.** To the fullest extent permitted by the Act and other applicable law, any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in accordance and to the extent permitted by the Uniform Arbitration Act (10 Del.C. Section 5701, et seq.) (the "Delaware Arbitration Act") and, to the extent not inconsistent therewith, the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), as amended and in effect on the date that demand for arbitration is filed with the AAA. The parties hereto agree that any such controversy shall be submitted to three (3) arbitrators. Each party shall select one (1) arbitrator. The two (2) arbitrators selected shall then choose a third arbitrator. The arbitrator's ruling shall be binding and conclusive upon the parties hereto to the fullest extent permitted by law. Any arbitration shall occur in Wilmington, Delaware, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrators shall be governed by and shall apply the substantive law of the State of Delaware in making their award and their ruling shall be binding and conclusive upon the parties hereto. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its or its own experts, evidence, and legal counsel.

**ARTICLE XV
POWER OF ATTORNEY**

Section 15.01. **Appointment of General Partner.** Each Limited Partner hereby irrevocably constitutes and appoints the General Partner and any Liquidating Trustee as its true and lawful attorney-in-fact, in its name, place, and stead, to make, execute, acknowledge, and file the following documents, to the extent consistent with the other provisions of this Agreement:

- (a) This Agreement, and, to the extent required by law, the Certificate of Limited Partnership;
- (b) Any fictitious or assumed-name certificates required to be filed on behalf of the Partnership;
- (c) Any application or registration to do business in any State other than, or in addition to, the State of Delaware;

(d) Deeds, notes, mortgages, pledges, security instruments of any kind and nature, leases, and such other instruments as may be necessary to carry on the business of the Partnership; provided that no such instrument shall increase the personal liability of the Limited Partners;

(e) All certificates and other instruments that the General Partner deems appropriate or necessary to form and qualify, or continue the qualification of, the Partnership as a limited partnership in the State of Delaware and all jurisdictions in which the Partnership may intend to conduct businesses or own property;

(f) Any duly adopted amendment to or restatement of this Agreement or the Certificate of Limited Partnership;

(g) All conveyances and other instruments or documents that the General Partner deems appropriate or necessary to effect or reflect the dissolution, liquidation and termination of the Partnership pursuant to the terms of this Agreement (including a certificate of cancellation);

(h) Any and all financing statements, continuation statements, mortgages or other documents necessary to grant to or perfect for secured creditors of the Partnership, including the General Partner and its Affiliates, a security interest, mortgage, pledge or lien on all or any of the assets of the Partnership; and

(i) All other instruments as the attorneys-in-fact or any of them may deem necessary or advisable to carry out fully the provisions of this Agreement in accordance with its terms.

Section 15.02. Power Coupled with Interest. It is expressly intended by each Limited Partner that the power of attorney granted by Section 15.01 hereof is coupled with an interest, shall be irrevocable, and shall survive and not be affected by the subsequent disability or incapacity of such Limited Partner (or if such Limited Partner is a corporation, partnership, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof).

ARTICLE XVI

MISCELLANEOUS

Section 16.01. Notices. All notices provided for in this Agreement shall be in writing and shall be personally delivered, or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmittal by telegram, telefax or telecopier, as follows:

(a) If given to the Partnership, in care of the General Partner at its mailing address set forth on Schedule A attached hereto;

(b) If given to a General Partner, at its mailing address set forth on Schedule A attached hereto; or

(c) If given to any Limited Partner, at the address set forth opposite its name on Schedule A attached hereto, or at such other address as such Limited Partner may hereafter designate by written notice to the Partnership.

Each notice, demand, request or communication that shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently given, served, sent or received for all purposes when delivered in person or when sent to a Person at the address on Schedule A attached hereto by first-class mail or by other means of written communication.

Section 16.02. Amendments.

(a) Except as provided in (b) of Section 16.02 hereof, no amendment to this Agreement shall be effective or binding upon the parties hereto without the written consent of the General Partner and a Majority Vote; provided, however, that any modification or amendment that would: (i) increase the amount of the capital contributions to be made by any Partner, (ii) increase the liability of the Limited Partners, or (iii) materially adversely affect the rights of the Limited Partners under this Agreement shall require the consent of the General Partner and each Limited Partner. Upon receipt of a written proposal executed by the Limited Partners having, in the aggregate, seventy-five percent (75%) or more of the interests in the capital of the Partnership of all the Limited Partners for the adoption of an amendment of this Agreement, or should the General Partner desire to propose such an amendment, the General Partner shall adopt and implement a plan whereby the Limited Partners may vote for or against the adoption of such an amendment.

(b) Notwithstanding anything herein to the contrary, the General Partner may amend this Partnership Agreement without the consent of any Limited Partner:

- (1) to reflect the addition or substitution of Limited Partners (made in accordance with the terms hereof) or the reduction of the Capital Accounts upon the return of capital to Limited Partners;
- (2) to add to the representations, duties or obligations of the General Partner or surrender any right or power granted to the General Partner herein, for the benefit of the Limited Partners;
- (3) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to add any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of the Agreement;
- (4) to delete or add any provision from or to this Agreement requested to be so deleted or added by a state regulatory agency, the deletion or addition of which provision is deemed by such regulatory agency to be for the benefit or protection of the Limited Partners; and
- (5) to modify any provision of this Agreement, if, in the opinion of counsel to the Partnership and the General Partner, such modification is necessary to prevent the Partnership from being treated for tax purposes as an association taxable as a corporation, rather than being

taxable as a partnership, to prevent the Partnership from being treated as a “publicly traded partnership” as defined in the Code.

Section 16.03. Fiscal Year. The fiscal year of the Partnership shall end on December 31st of each year.

Section 16.04. Securities Act Investment Covenant. Each Partner represents and warrants that it is acquiring its interest in the Partnership for its own account, and not with a view to resale or distribution thereof within the meaning of the Securities Act of 1933, as amended, and that no such interest will be sold, transferred, hypothecated, or assigned by it in contravention of the Securities Act of 1933, as amended, or any state Blue Sky or securities statute.

Section 16.05. Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 16.06. Headings. The headings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 16.07. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.08. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the parties and, to the extent permitted by this Agreement, their successors, legal representatives, and assigns.

Section 16.09. Interpretation. Throughout this Agreement and any amendment hereto, nouns, pronouns, and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to “Articles”, “Sections” and paragraphs shall refer to corresponding provisions of this Agreement.

Section 16.10. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 16.11. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Partners had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 16.12. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

GENERAL PARTNER:
REPUBLIC SERVICES OF WISCONSIN GP, LLC,
a Delaware corporation

By: /s/ David A. Barclay
Name: David A. Barclay
Title: V. P. /Secretary

INITIAL LIMITED PARTNER:
REPUBLIC SERVICES OF WISCONSIN LP, LLC,
a Delaware corporation

By: /s/ David A. Barclay
Name: David A. Barclay
Title: V. P. /Secretary

**SCHEDULE A
TO
AGREEMENT
OF
LIMITED PARTNERSHIP
OF
REPUBLIC SERVICES OF WISCONSIN, LIMITED PARTNERSHIP**

The name and mailing address of the General Partner and the amount of the cash contribution to the capital of the Partnership paid by such General Partner for its general partner interest in the Partnership are as follows:

Name and Mailing Address of General Partner	Number of Units	Cash Contribution
Republic Services of Wisconsin GP, LLC 110 SE 6 th Street, 28 th Floor Fort Lauderdale, Florida 33301	1	\$10.00

The name and mailing address of each Limited Partner of the Partnership, as well as the number of Units purchased by such Limited Partner and the amount of the cash contribution to the capital of the Partnership paid by such Limited Partner for such Units, are as follows:

Name and Mailing Address of Limited Partner	Number of Units	Cash Contribution
Republic Services of Wisconsin LP, LLC 300 Raemisch Road Wannakee, WI 53597	99	\$990.00

20 097 9007

STATE OF NORTH CAROLINA
Department of the Secretary of State

SOSID: 544047
Date Filed: 4/6/2000 3:00 PM
Elaine F. Marshall
North Carolina Secretary of State

ARTICLES OF INCORPORATION

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: Republic Services Real Estate Holding, Inc.
2. The number of shares the corporation is authorized to issue is: 1,000 shares
These shares shall be: *(check either a or b)*
 - a. all of one class, designated as common stock; or
 - b. divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.
3. The street address and county of the initial registered office of the corporation is:
Number and Street 225 Hillborough street
City, State, Zip Code Raleigh, North Carolina 27603 County Wake
4. The mailing address *if different from the street address* of the initial registered office is:

5. The name of the initial registered agent is: C T CORPORATION SYSTEM
6. Any other provisions which the corporation elects to include are attached.
7. The name and address of each incorporator is as follows:
Susan M . Wissink
3003 N. Central Avenue, (illegible)2600, Phoenix, Arizona 85.012
8. These articles will be effective upon filing, unless a date and/or time is specified: upon filing
This the 3rd day of April, 2000

Republic Services Real Estate Holding, Inc.

/s/ Susan M. Wissink

Signature

Susan M. Wissink, Incorporator

Type or Print Name and Title

NOTES:

1. Filing fee is \$125. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

CORPORATIONS DIVISION

(Revised October, 1997)
300 N. SALISBURY STREET

RALEIGH, NC 27603-5909

DEL112-6/29/00 C T System Online

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC SERVICES REAL ESTATE HOLDING, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case maybe.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 10/22/1998
981408967 — 2958660

CERTIFICATE OF FORMATION
OF
REPUBLIC SERVICES OF CALIFORNIA HAULING, LLC

1. The name of the limited liability company is Republic Services of California Hauling, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, The name of the registered agent at such address in The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Republic Services of California Hauling, LLC this 22nd day of October, 1998.

/s/ David A. Barclay
David A. Barclay, Vice President and
Authorized Person

CERTIFICATE OF AMENDMENT

OF

REPUBLIC SERVICES OF CALIFORNIA HAULING, LLC

1. The name of the Limited liability company is Republic Services of California Hauling, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
The new name of this limited liability company is Republic Services Vasco Road, LLC
3. This Certificate of Amendment shall be effective on July 22, 1999.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Republic Services of California Hauling, LLC, this Twenty-Second day of July, 1999.

/s/ David A. Barclay

David A. Barclay, Vice President

(DEL. — LLC 3240-10/1/92)

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC SERVICES VASCO ROAD, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC SERVICES CALIFORNIA VASCO ROAD, LLC, a Delaware limited liability company (the "Company"), is made and entered into on July 20, 2001, by Republic Services of California Holding Company, Inc. ("RSCHC"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSCHC is, and has been admitted as the sole member of the Company, and that RSCHC's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

- (a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).
 - (b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.
-

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall

apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Second Amended and Restated Operating Agreement on July 20, 2001.

REPUBLIC SERVICES OF CALIFORNIA HOLDING COMPANY, INC.

By: /s/ David A. Barclay
David A. Barclay
Title: Vice President & Secretary

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services of California Holding Company, Inc., a Delaware corporation

Initial
Capital
Contribution

\$1.00

Number
of Units

1

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

Articles of Incorporation

(PURSUANT TO NRS78)
STATE OF NEVADA
Secretary of State

Filing fee:

Receipt #:

C14710-97
JUL 09 1997
(For filing office use)

(For filing office use)

/s/ Dean Heller IMPORTANT: Read instructions on reverse side before completing this form.

DEAN HELLER, SECRETARY OF STATE TYPE OR PRINT (BLACK INK ONLY)

- 1. NAME OF CORPORATION: RI/SSDS Merger Corp.
- 2. RESIDENT AGENT: (designated resident agent and his STREET ADDRESS in Nevada where process may be served)
Name of Resident Agent: THE CORPORATION TRUST COMPANY OF NEVADA

Street Address:	One East	First Street	Reno, NV	89501
	Street No.	Street Name	City	Zip

3. SHARES : (number of shares the corporation is authorized to issue)
Number of shares with par value: 1,000 Par value: 0.01 Number of shares without par value: _____

4. GOVERNING BOARD : shall be styled as (check one): Directors _____ Trustees
The FIRST BOARD OF DIRECTORS shall consist of 1 members and the names and addresses are as follows (attach additional pages if necessary):

Harris W. Hudson	450 East Las Olas Blvd., Suite 1200, Fort Lauderdale, Florida 33301
Name	Address City/State/Zip
Name	Address City/State/Zip

5. PURPOSE (optional — see reverse side): The purpose of the corporation shall be:

6. OTHER MATTERS : This form includes the minimal statutory requirements to incorporate under NRS 78. You may attach additional pursuant to NRS 78.037 or any other information you deem appropriate. If any of the additional information is contradictory to this form it cannot be filed and will be returned to you for correction. Number of pages attached _____

7. SIGNATURES OF INCORPORATORS: The names and addresses of each of the incorporators signing the articles: (Signatures must be (Illegible))
(Attach additional pages if there are more than two incorporators.)

Madonna Cuddihy
Name (print)
1200 S. Pine Island Road, Plantation,
Florida 33324
Address City/State/Zip

Victoria Goldstein
Name (print)
1200 S. Pine Island Road, Plantation,
Florida 33324
Address City/State/Zip

/s/ Madonna Cuddihy
Signature

/s/ Victoria Goldstein
Signature

State of Florida Country of Broward

State of Florida Country of, Broward

This instrument was acknowledged before me on _____, 19 __, by
Victoria Goldstein
Name of Person

This instrument was acknowledged before me on _____, 19 __, by
Madonna Cuddihy
Name of Person

as incorporator of RI/SSDS Merger Corp.
(name of party on behalf of whom instrument was executed)

as incorporator of RI/SSDS Merger Corp.
(name of party on behalf of whom instrument was executed)

/s/ Barbara Burke
Barbara Burke

/s/ Barbara Burke
Barbara Burke

8. CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RESIDENT AGENT

The Corporation Trust Company of Nevada hereby accept appointment as Resident Agent for the above named corporation.

The Corporation Trust Company of Nevada By: _____	7/9/97
Signature of Resident Agent (Assistant Secretary)	Date

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

(Before Payment of Capital or Issuance of Stock) Filed by:

Victoria Goldstein and Madonna Cuddihy
name of incorporator or director name of incorporator or director

certify that:

- 1. They constitute at least two-thirds of the original incorporators or of the directors of RI/SSDS Merger Corp., Nevada corporation.
2. The original Articles were filed in the Office of the Secretary of State on July 9, 1997.
3. As of the date of this certificate, no stock of the corporation has been issued.
4. They hereby adopt the following amendments to the articles of incorporation of this corporation:

Article First is amended to read as follows:

The name of the corporation is RI/SSDS Acquisition Corp.

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

JUL 21 1997
C14710-97

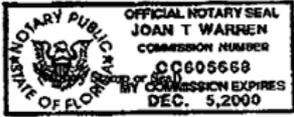
(Illegible)

/s/ Victoria Goldstein
signature

/s/ Madonna Cuddihy
signature

State of Florida }
County of Broward } ss.

On August 4, 1997, personally appeared before me, a Notary Public, Victoria Goldstein and Madonna Cuddihy, who acknowledged that they executed the above instrument.



/s/ Joan T. Warren
Signature of Notary

(NEV.-987-10/27/95)

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

(Before Payment of Capital or Issuance of Stock) Filed by:

Victoria Goldstein
name of incorporator or director

and Madonna Cuddihy
name of incorporator or director

certify that:

- 1. They constitute at least two-thirds of the original incorporators or of the directors of RI/SSDS Aquisition Corp., a Nevada corporation.
- 2. The original Articles were filed in the Office of the Secretary of State on July 9, 1997.
- 3. As of the date of this certificate, no stock of the corporation has been issued.
- 4. They hereby adopt the following amendments to the articles of incorporation of this corporation:

Article First is amended to read as follows:

The name of the corporation shall be Republic Silver State Disposal, Inc.

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

AUG 04 1997
C14710-97

(Illegible)

/s/ Victoria Goldstein

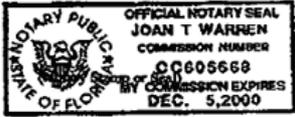
signature

/s/ Madonna Cuddihy

signature

State of Florida }
County of Broward } ss.

On _____, personally appeared before me, a Notary Public, Victoria Goldstein and Madonna Cuddihy, who acknowledged that they executed the above instrument.



/s/ Joan T. Warren

Signature of Notary

AMENDED AND RESTATED BYLAWS
OF
REPUBLIC SILVER STATE DISPOSAL, INC.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
OF
TAORMINA INDUSTRIES, LLC**

1. The name of the limited liability company is Taormina Industries, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Taormina Industries, LLC this 25th day of June, 1998.

/s/ David A. Barclay
Authorized Person
David A. Barclay, Vice President

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Taormina Industries, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the Limited Liability Company shall be:

Republic Waste Services of Southern California, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 2nd day of July, A.D. 2008.

By: /s/ David A. Barclay
Authorized Person(s)
Name: David A. Barclay
Print or Type

**FOURTH AMENDED & RESTATED
OPERATING AGREEMENT FOR
REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC
f/k/a TAORMINA INDUSTRIES, LLC**

THIS FOURTH AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC, (f/k/a Taormina Industries, LLC), a Delaware limited liability company (the "Company"), is made and entered into on July 3, 2008, by Republic Services, Inc. ("RSI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate"). The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 1131 N. Blue Gum Street, Anaheim, CA 92806, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall

apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this FOURTH Amended and Restated Operating Agreement on July 3, 2008.

REPUBLIC SERVICES, INC.

By: /s/ David A. Barclay

David A. Barclay

Title: Sr. Vice President & Assistant Secretary

SCHEDULE I
TO FOURTH AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Fourth Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO FOURTH AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1

CERTIFICATE OF INCORPORATION
OF
REPUBLIC WASTE SERVICES OF TEXAS GP, INC.

* * * * *

1. The name of the corporation is Republic Waste Services of Texas GP, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
5. The board of directors is authorized to make, alter or repeal the bylaws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is:

 Laura Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 23rd day of November, 1999.

/s/ Laura Vitalo

Laura Vitalo,
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC WASTE SERVICES OF TEXAS GP, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
REPUBLIC WASTE SERVICES OF TEXAS LP, INC.

* * * * *

1. The name of the corporation is Republic Waste Services of Texas LP, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
5. The board of directors is authorized to make, alter or repeal the bylaws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is:

 Laura Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 16th day of November, 1999.

/s/ Laura Vitalo

Laura Vitalo,
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
REPUBLIC WASTE SERVICES OF TEXAS LP, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED
in the Office of the
Secretary of State of Texas

DEC 28 1999

Corporations Section

ARTICLES OF CONVERSION
OF
REPUBLIC WASTE SERVICES OF TEXAS, INC.,
a Texas corporation
INTO
REPUBLIC WASTE SERVICES OF TEXAS, LTD.,
a Texas Limited Partnership

Pursuant to the provisions of Article 5.18 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Conversion.

A Plan of Conversion has been adopted by the undersigned corporation in accordance with the provisions of Article 5.17 of the Texas Business Corporation Act which provides for the conversion of Republic Waste Services of Texas, Inc., a Texas corporation (the "Converting Entity"), into Republic Waste Services of Texas, Ltd., a Texas limited partnership (the "Converted Entity"). The executed and approved Plan of Conversion is on file at the principal address, the office of the Converting Entity and the office of the Converted Entity, located at 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, FL, 3330, and will remain on file at this address from and after the date of conversion. A copy of the Plan of Conversion will be furnished by the Converting entity prior to the conversion upon written request by any shareholder. A copy of such Plan of Conversion will be furnished by the Converted Entity, without cost, upon conclusion of the conversion at the request of any shareholder of the Converting Entity or any partner of the Converted Entity.

- The name of the Converting Entity participating in the conversion and the State under which it is incorporated are as follows:

<u>Name of Converting Entity</u>	<u>State</u>
Republic Waste Services of Texas, Inc.	Texas

- The Plan of Conversion was duly approved by the sole shareholder of the Converting Entity as set forth below.

<u>Name of Converting Entity</u>	<u>Number of Shares Authorized</u>	<u>Number of Shares Issued</u>
Republic Waste Services of Texas, Inc.	Common — 1,000	100

As to the Converting Entity, the total number of shares voted for and against the plan, and, as to each class entitled to vote thereon as a class, the number of shares

of each such class voted for and against the plan are as follows:

Name of Converting Entity	Number of Common Shares	
	Total Voted For	Total Voted Against
Republic Waste Services of Texas, Inc.	100	0

4. The Converted Entity will be responsible for the payment of all fees and franchise taxes of the Converting Entity and will be obligated to pay any fees and franchise taxes.
5. As to the Converting Entity, the approval of the Plan of Conversion was duly authorized by all action required by the laws of the State of Texas, under which it was incorporated and by its constituent documents.
6. These Articles of Conversion are **not** to be effective when filed by the Secretary of State, but, rather, the delayed effective date is December 31, 1999.

REPUBLIC WASTE SERVICES OF TEXAS, INC.

By: /s/ David A. Barclay
David A. Barclay, Vice President



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

****See the attached Addendum**

CERTIFICATE OF LIMITED PARTNERSHIP

1. The name of the limited partnership is Republic Waste Services of Texas, Ltd.
2. The street address of its proposed registered office in Texas is (a P.O. Box is not sufficient) c/o CT Corporation System, 350 N. St. Paul Street, Dallas, TX 75201 and the name of its proposed registered agent in Texas at such address is CT Corporation System
3. The address of the principal office in the United States where records of the partnership are to be kept or made available is 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, FL 33301
4. The name, the mailing address, and the street address of the business or residence of each general partner is as follows:

NAME	MAILING ADDRESS (include city, state, zip code)	STREET ADDRESS (include city, state, zip code)
Republic Waste Services of Texas GP, Inc.		110 S.E. 6th St.,28th Floor Ft. Lauderdale, FL 33301

Date Signed: 12 - 22 - 99

Republic Waste Services of Texas GP, Inc.
General Partners

By: /s/ David A. Barclay
David A. Barclay, Vice President

Addendum to the
CERTIFICATE OF LIMITED PARTNERSHIP OF
REPUBLIC WASTE SERVICES OF TEXAS, LTD.

This limited partnership is being created pursuant to the Articles and Plan of Conversion of Republic Waste Services of Texas, Inc., a Texas corporation, converting into Republic Waste Services of Texas, Ltd., a Texas Limited Partnership.

Republic Waste Services of Texas, Inc., a Texas corporation, the converting entity, was incorporated in the State of Texas on November 17, 1999. The address of Republic Waste Services of Texas, Inc. is 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida, 33301.

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

FILED
In the Office of the
Secretary of State of Texas
JAN 15 2009
Corporations Section

(Illegible)

The name of the filing entity is:

Republic Waste Services of Texas, Ltd.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company
- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: 0012916510

The date of formation of the entity is: 11/17/1999

(Illegible)

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

NA

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

o A. The registered agent is an organization (cannot be entity named above) by the name of:

NA
OR

o B. The registered agent is an individual resident of the state whose name is:

NA

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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C. The business address of the registered agent and the registered office address is:

NA

<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
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3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

o **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Article 4—Principal Office is hereby altered to read: The address of the principal office of the limited partnership in the United States where records are to be kept or made available under section 153.551 of the Texas Business Organizations Code is: 18500 North Allied Way Phoenix, Arizona 85054 USA

o **Delete** each of the provisions identified below from the certificate of formation.

(Illegible)

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing.
The delayed effective date is: _____

C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time.
The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

(Illegible)

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 1/13/09

/s/ Jo Lynn White

Jo Lynn White

Secretary of Republic Waste Services of Texas GP, Inc.,

General Partner

Signature and title of authorized person(s)

(see instructions)

**AMENDED AND RESTATED
TEXAS LIMITED PARTNERSHIP AGREEMENT OF
REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

This Limited Partnership Agreement of **REPUBLIC WASTE SERVICES OF TEXAS, LTD.**, (this "**Agreement**") dated as of December 28, 1999, and first Amended and Restated as of April 24, 2001, is further Amended and Restated as of November 24, 2004 and is by and between, **REPUBLIC WASTE SERVICES OF TEXAS GP, INC.**, a Delaware corporation, and **REPUBLIC WASTE SERVICES OF TEXAS LP, INC.**, a Delaware corporation.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

The following capitalized terms shall have the following meanings when used in this Agreement:

"Act" means the Texas Revised Limited Partnership Act, Texas Revised Civil Statutes Art. 6132a-1, as amended from time to time (or any corresponding provisions of succeeding law).

"Certificate" means the Certificate of Limited Partnership of Republic Waste Services of Texas, Ltd. filed in the Office of the Secretary of State of Texas on December 28, 1999.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Fiscal Year" means (i) the period commencing on the Effective Date or any subsequent January 1 and (ii) ending on the earlier to occur of (A) the next December 31 or (B) the date on which all assets of the Partnership are distributed pursuant to Section 10.1 hereof and the Certificate has been cancelled pursuant to the Act.

"General Partner" means Republic Waste Services of Texas GP, Inc.

"Gross Receipts" means all cash receipts of any kind received by the Partnership.

"Initial Capital Contribution" means the Capital Contributions to be made by the Partners pursuant to Section 3.1 hereof.

"Limited Partner" means the Original Limited Partner and any other eligible person who has become a Limited Partner pursuant to the terms of this Agreement.

"Majority in Interest of the Limited Partners" means those Limited Partners holding and voting more than 50% of the Partnership Interests. For purposes of calculating any vote of

Limited Partners as set forth herein, any Partnership Interest held by an assignee pursuant to Section 8.3(a) hereof shall be excluded.

“Net Cash Flow” means the excess of Gross Receipts over the sum of the amounts of (i) Operating Expenses and (ii) any Reserves established by the General Partner pursuant to this Agreement.

“Operating Deficits” means the excess of Operating Expenses over Gross Receipts.

“Operating Expenses” means all cash expenditures of every kind and nature which the Partnership shall pay, including, without limitation, debt service, audit and legal expenses.

“Original Limited Partner” means Republic Waste Services of Texas LP, Inc.

“Partners” means the General Partner and the Limited Partners, where no distinction is required by the context in which the term is used herein. **“Partner”** means any one of the Partners.

“Partnership” means Republic Waste Services of Texas, Ltd.

“Partnership Accountants” has the meaning assigned to such term in Section 7.1(b) hereof.

“Partnership Interest” of a Partner shall mean the percentage determined by dividing the Capital Contributions of the Partner by the Capital Contributions of all the Partners; provided, however, that at all times the General Partner shall have a Partnership Interest of not less than one percent (1%). The initial Partnership Interests of the Partners is set forth on Exhibit A hereto. The Partnership Interests shall be redetermined from time to time upon the Partners making Additional Capital Contributions.

“Person” means any individual, partnership, corporation, trust, or other entity.

“Profits” and **“Losses”** means, for each Fiscal Year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss).

“Properties” means all real and personal properties acquired by the Partnership and shall include both tangible and intangible property.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Reserves” means the amounts used to pay or establish reserves for future Operating Expenses, including debt payments, repayment of loans to Partners, capital improvements, replacements and contingencies, if any, all as reasonably determined by the General Partner.

**ARTICLE II
FORMATION, NAME, PURPOSES AND OFFICES**

Section 2.1 Organization. The Partners confirm and ratify the organization and formation of the Partnership as a limited partnership pursuant to the provisions of the Act for the limited purposes set forth in Section 2.3 below and upon the terms and conditions set forth in this Agreement.

Section 2.2 Partnership Name. The name of the Partnership shall be Republic Waste Services of Texas, Ltd., and all business of the Partnership shall be conducted in such name, or another assumed name designated by the General Partner if Republic Waste Services of Texas, Ltd., is not available for use by the Partnership in any jurisdiction in which the Partnership proposes to conduct business.

Section 2.3 Purposes. The purposes and business of the Partnership shall be the following: (a) to provide solid waste collection, hauling, recycling and disposal services; (b) to engage in any and all activities related or incidental to any of the foregoing; and (c) such other purposes and activities as permitted under the Act.

Section 2.4 Registered Office. The registered office of the Partnership in the State of Texas is c/o CT Corporation System, 350 North St. Paul Street, Dallas, Texas 75201, and the name and address of the registered agent for service of process on the Partnership in the State of Texas is c/o CT Corporation System, 350 North St. Paul Street, Dallas, Texas 75201. The name and business address of the General Partner of the Partnership is Republic Waste Services of Texas GP, Inc., 110 Southeast 6th Street, 28th Floor, Fort Lauderdale, Florida 33301. The General Partner may change the registered office of the Partnership to any other place within the State of Texas upon ten (10) days' written notice to the Limited Partners and the preparation and filing of an amendment of the Certificate of Limited Partnership of the Partnership reflecting such change. The Partnership may maintain other offices at such other locations as the General Partner shall determine from time to time.

Section 2.5 Term. The term of the Partnership commenced on the effective date of this Agreement first set forth above and shall continue until the earlier of (i) December 2, 2034 or (ii) the winding up and liquidation of the Partnership and its business following an event of dissolution as described in Article IX hereof

**ARTICLE III
PARTNERS' CAPITAL CONTRIBUTIONS**

Section 3.1 Initial Capital Contributions. Contemporaneously with the execution and delivery of this Agreement by a Partner, such Partner hereby contributes to the Partnership as an Initial Capital Contribution the cash or other property more particularly described in Exhibit A attached hereto. Except as set forth in this Section 3.1, no Partner shall be required to make any Capital Contribution to the Partnership or otherwise provide any funds to the Partnership without the prior written consent of such Partner.

Section 3.2 Capital Accounts. A separate Capital Account shall be established for each Partner (each a "**Capital Account**") on the books of the Partnership on the date on which

such Partner makes its Initial Capital Contribution, as provided in Section 3.1 hereof. The foregoing provisions and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Sections 1.704-1(b) and 1.704-2 of the Regulations and shall be interpreted and applied in a manner consistent with the Regulations.

ARTICLE IV DISTRIBUTIONS

Section 4.1 Distributions of Net Cash Flow. The Partnership shall distribute to the Partners any Net Cash Flow to such Partners and at such times as the General Partner shall reasonably determine to be appropriate, but in any event within ninety (90) days after the end of each Fiscal Year. Distributions of Net Cash Flow will be made to Partners pro rata in proportion to their Partnership Interests.

ARTICLE V ALLOCATIONS

Section 5.1 Allocations of Profits. Profits for any Fiscal Year shall be allocated to the Partners in proportion to their Partnership Interests in effect at the end of the Fiscal Year.

Section 5.2 Allocation of Losses. Losses for any Fiscal Year shall be allocated to the Partners in proportion to their Partnership Interests in effect at the end of the Fiscal Year.

ARTICLE VI MANAGEMENT OF THE PARTNERSHIP

The management and control of the business and affairs of the Partnership and Properties of the Partnership shall be exclusively vested in the General Partner who shall have the sole and exclusive right to manage the businesses of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act. Without limiting the generality of the foregoing, the Partners hereby authorize the General Partner to (a) incur indebtedness on behalf of the Partnership; (b) grant an option with respect to, or sell, exchange, convey, assign, transfer, mortgage, or grant a security interest in any of the Properties of the Partnership, whether in trust for creditors, to secure a promise of the assignee to pay debts of the Partnership, or otherwise; (c) prosecute and settle claims by or against the Partnership; (d) to possess any of the Properties of the Partnership and hold title to any of Properties of the Partnership in the name of the Partnership, the General Partner or other nominee approved by the General Partner and subject to a nominee agreement approved by the General Partner; and (e) to exercise any right (including granting any consent or waiver) of the Partnership under any agreement or instrument as the General Partner in its sole discretion shall deem necessary or desirable. The General Partner agrees to carry out the purposes and businesses of the Partnership in accordance with this Agreement; to devote to the Partnership's businesses such time as the General Partner, in its sole discretion, shall determine to be required for the efficient conduct of such businesses; and to perform, or cause and supervise the performance of, all supervisory, management and operational services and functions of the Partnership.

**ARTICLE VII
BOOKS AND RECORDS**

Section 7.1 Books and Records, Periodic Reporting.

(a) The Partnership shall keep accurate and complete books of account and records on an accrual basis prepared in accordance with generally accepted accounting principles. All financial statements shall be accurate in material respects and shall present fairly the financial position and results of operations of the Partnership. The books of account and records of the Partnership shall at all times be maintained at the principal office of the Partnership.

(b) No later than ninety (90) days after the end of each Fiscal Year, the General Partner shall furnish the Limited Partners with financial statements prepared in accordance with generally accepted accounting principles and audited by a firm of certified public accountants selected by the General Partner (the "**Partnership Accountants**").

(c) No later than sixty (60) days after the end of each fiscal quarter (other than the last fiscal quarter) in each Fiscal Year, the General Partner shall furnish the Limited Partners with financial statements for such fiscal quarter and for the period from the beginning of the then current Fiscal Year to the end of such fiscal quarter prepared in accordance with generally accepted accounting principles, subject to normal year end adjustments.

(d) The Partnership's federal, state and local income and other tax returns shall be prepared at the expense of the Partnership by the Partnership Accountants. All tax returns shall be signed on behalf of the Partnership and filed by the General Partner.

Section 7.2 Right to Inspection. Each Limited Partner shall have the right at all reasonable times upon reasonable notice to examine and copy at its expense the books and records of the Partnership.

Section 7.3 Tax Matters Partner. The General Partner is hereby designated as the tax matters partner of the Partnership under Subchapter C of Chapter 63 as contained in subtitle F of the Code. All elections permitted to be made by the Partnership under the Code shall be made by the General Partner.

Section 7.4 Tax Elections. The Partnership shall be treated, and shall file its tax returns, as a partnership for federal, state and local income and other tax purposes. If any Partner receives notice of a tax examination of the Partnership by any federal, state or local authority, it shall promptly give notice thereof to the other Partners. No settlement of any tax issue involving the Partnership shall be made by the General Partner without the consent of a Majority in Interest of the Limited Partners.

ARTICLE VIII
ADMISSION AND WITHDRAWAL OF PARTNERS;
ASSIGNMENT; REMOVAL OF GENERAL PARTNER

Section 8.1 Admission of New Limited Partners. The Partnership may admit one or more new Limited Partners. Any Limited Partner so admitted shall (a) make a Capital Contribution, and (b) have a Partnership Interest, in such amounts as shall be determined by the General Partner in connection with the admission of such Limited Partner.

Section 8.2 Withdrawal of a Partner.

(a) The General Partner may not withdraw from the Partnership without breaching this Agreement unless such withdrawal is approved by a Majority in Interest of the Limited Partners.

(b) No Limited Partner may withdraw from the Partnership without the written consent of the General Partner, which consent may be withheld for any reason or no reason. In granting such consent, the General Partner may condition the withdrawal of the Limited Partner on such matters as the General Partner may deem appropriate.

(c) No Limited Partner may withdraw from the Partnership if the effect of such withdrawal would cause the Partnership to breach or be in default under any agreement, document, contract or instrument to which the Partnership is a party or by which the assets of the Partnership are bound.

(d) On the withdrawal of a Limited Partner from the Partnership in accordance with this Section, such Limited Partner shall be entitled to receive the fair value of its interest in the Partnership as of the end of the most recently completed Calendar Quarter.

Section 8.3 Assignment.

(a) No Limited Partner nor any assignee or successor in interest of a Limited Partner may, without the prior written consent of the General Partner, which consent may be withheld for any reason or no reason, assign, pledge, hypothecate, encumber or otherwise transfer all or any portion of its Partnership Interest or rights and/or obligations hereunder. Without the written consent of the General Partner, which consent may be withheld for any reason or no reason, any assignee pursuant to this Section 8.3 (a) shall not be entitled to become a substitute Limited Partner and upon foreclosure or other realization of the Partnership Interest of the particular Limited Partner, such assignee shall only be entitled to receive any distributions payable with respect to the Partnership Interest and shall not be entitled to consent or vote on any matter requiring the consent or approval of the Limited Partners and any such Partnership Interest held by such assignee shall be excluded in any calculation of a Majority in Interest of the Limited Partners. In no event may a Partner, an assignee of a Partner or a successor in interest of a Partner assign, pledge, hypothecate, encumber or otherwise transfer all or any portion of its Partnership Interest if the effect of such action would cause the Partnership to breach or be in default under any agreement, document, contract or instrument to which the Partnership is a party, or by which the Partnership, or the assets of the Partnership are bound. The Partnership may condition any such assignment on the receipt by the Partnership of opinions of counsel

acceptable to the Partnership with respect to compliance by the Partnership and the assigning Partner with securities, tax and other laws and such other matters as the General Partner may deem appropriate.

(b) Neither the General Partner nor any assignee or successor in interest of the General Partner may, without the prior written consent of a Majority in Interest of the Limited Partners, which consent may be withheld for any reason or no reason, assign, pledge, hypothecate, encumber or otherwise transfer all or any portion of its Partnership Interest or rights and/or obligations hereunder.

(c) Any Partner that has assigned all of its Partnership Interest (other than for the purpose of granting a security interest therein if permitted by Section 8.3(a)) shall cease to be a Partner for purposes of this Agreement.

ARTICLE IX DISSOLUTION OF PARTNERSHIP

The Partnership shall be dissolved upon the occurrence of any of the following events:

- (a) the voluntary agreement of the General Partner and each of the Limited Partners to dissolve the Partnership;
- (b) the expiration of the term specified in Section 2.5 hereof; or
- (c) any other act constituting a dissolution under applicable law.

ARTICLE X LIQUIDATION OF THE PARTNERSHIP

Section 10.1 Liquidation. In the event of dissolution of the Partnership where the businesses of the Partnership shall not be continued, liquidation shall occur. The General Partner shall supervise the liquidation of the Partnership. In the event of any liquidation of the Partnership under this Agreement or the Act, the proceeds of liquidating the Partnership shall be applied and distributed in the following order of priority (each item to be satisfied in full in the order listed below before any of such proceeds are allocated to the subsequent item):

(a) first, to creditors, including Partners who are creditors (to the extent not otherwise prohibited by law), in satisfaction of liabilities of the Partnership (whether by payment or the making of reasonable provision for payment therefor), other than liabilities for which reasonable provision for payment has been made and liabilities for interim distributions to Partners and distributions to Partners on withdrawal; then

(b) second, to the setting up of any reserves which the General Partner (or, if applicable, the liquidating trustee) determines to be reasonably necessary for any contingent liabilities of the Partnership or of any Partner arising out of, or in connection with, a Partnership liability; then

(c) third, the balance, if any, to the Partners in accordance with each Partner's Capital Account after giving effect to all contributions, distributions, and allocations for all periods.

No General Partner shall receive any additional compensation for any services performed pursuant to this Article 10.

Section 10.2 Compliance With Timing Requirements of Regulations. In the event the Partnership is "liquidated" within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, (a) distributions shall be made pursuant to this Article X to the Partners who have positive Capital Accounts in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations, and (b) if any General Partner's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year during which such liquidation occurs), such General Partner shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Section 1.7041(b)(2)(ii)(b)(3) of the Regulations. If any Limited Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year during which such liquidation occurs), such Limited Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever.

Section 10.3 Deemed Distribution and Reconstitution. Notwithstanding any other provision of this Article X, in the event the Partnership is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but the Partnership is not liquidated under this Article 10, the property of the Partnership shall not be liquidated, the Partnership's liabilities shall not be paid or discharged, and the Partnership's affairs shall not be wound up. Instead, the Partnership shall be deemed to have distributed the assets of the Partnership in kind to the Partners, who shall be deemed to have assumed and taken subject to all Partnership liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Partners shall be deemed to have recontributed the Property in kind to the Partnership, which shall be deemed to have assumed and taken subject to all such liabilities.

Section 10.4 Rights of Limited Partners. Except as otherwise provided in this Agreement, each Limited Partner shall look solely to the assets of the Partnership for the return of his Capital Contribution and shall have no right or power to demand or receive property other than cash from the Partnership. Except as provided in Article IV hereof, no Limited Partner shall have priority over any other Limited Partner as to the return of its Capital Contributions, distributions, or allocations.

ARTICLE XI MISCELLANEOUS

Section 11.1 Additional Documents and Acts. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Partner agrees to execute and deliver such additional documents and instruments, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and

conditions of this Agreement, and all such transactions. All approvals of a Partner hereunder shall be in writing.

Section 11.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, including both matters of internal law and conflict of laws.

Section 11.3 Severability. If this Agreement or any portion thereof is, or the operations contemplated hereby are, found to be inconsistent with or contrary to any valid applicable laws or official orders, rules and regulations, the inconsistent or contrary provisions of this Agreement shall be null and void and such laws, orders, rules and regulations shall control and, as so modified, shall continue in full force and effect; provided, however, that nothing herein contained shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

Section 11.4 Entire Agreement. This instrument contains all of the understandings and agreements of whatsoever kind and nature existing between the parties hereto with respect to this Agreement and the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the subject matter set forth herein.

Section 11.5 Binding Effect. Except as herein otherwise expressly stipulated to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties signatory hereto, and their respective successors and permitted assigns.

Section 11.6 Agreement Restricted to Partners. This Agreement is solely for the parties hereto and no covenant or other provision herein, including but not limited to any obligation to make any Capital Contribution, shall create any rights in, or give rise to any obligation to or any cause of action by, any person not a party hereto.

Section 11.7 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 11.8 Power of Attorney; Amendments. Each of the Limited Partners hereby makes, constitutes and appoints the General Partner as its true and lawful attorney, to make, sign, execute, acknowledge and file with respect to the Partnership:

- (a) such Certificates of Limited Partnership and such amended Certificates of Limited Partnership as may be required by law or pursuant to the provisions of this Agreement;
- (b) all documents required to qualify the Partnership to do business in any state;
- (c) documents of transfer of Partnership Interests and all other instruments to effect said transfers in the event the provisions of this Agreement have been complied with; and
- (d) all documents required to reflect the dissolution and termination of the Partnership after it has been dissolved or terminated in accordance herewith.

The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the subsequent death, incompetency, legal disability, withdrawal, dissolution, bankruptcy, insolvency or termination of any Partner or the transfer of all or any portion of a Partnership Interest, and shall extend to each Partner's heirs, legal representatives, successors and assigns.

Any other amendments to this Agreement may be made only with the approval of the General Partner and a Majority in Interest of the Limited Partners.

Section 11.9 Notices. All notices and demands provided for in this Agreement shall be in writing and shall be given to the other Partners by hand, by telegram (or telefax), or by United States Registered or Certified Mail, postage prepaid, return receipt requested, to the addresses set forth below or to such other addresses as any Partner hereto may hereafter specify in writing:

(a) If to the General Partner:

Republic Waste Services of Texas GP, Inc.
110 Southeast 6th Street, 28th Floor
Fort Lauderdale, Florida 33301
Attn: General Counsel

(b) If to the Original Limited Partner:

Republic Waste Services of Texas LP, Inc.
C/o CT Corporation System
350 North St. Paul Street
Dallas, Texas 75201
Attn: Registered Agent

Each notice or demand given by hand shall be effective as of its delivery to the other Partners as so provided. Each notice given by telecopy or telefax shall be effective as of the date on which such telegram or telefax is transmitted and confirmation of delivery, or attempted delivery, thereof is received. Each notice or demand given by mail shall be deemed delivered and effective on the earlier to occur of (a) the date of delivery as shown by the return receipt or (b) two days after the mailing thereof in accordance with the provisions hereof. Any Partner may change its address for purposes of receiving notices by giving notice thereof to the other Partner as provided in this Section 11.9.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Agreement to be duly executed and delivered as of the day and year set forth herein.

GENERAL PARTNER:

**REPUBLIC WASTE SERVICES OF TEXAS GP,
INC.,** a Delaware corporation

By: /s/ David A. Barclay

Name: David A. Barclay

Title: Vice President/Secretary

LIMITED PARTNER:

**REPUBLIC WASTE SERVICES OF TEXAS LP,
INC.,** a Delaware corporation

By: /s/ David A. Barclay

Name: David A. Barclay

Title: Vice President/Secretary

EXHIBIT A
SCHEDULE OF PARTNERS'
INITIAL CAPITAL CONTRIBUTIONS,
PARTNERSHIP INTERESTS

<u>Name</u>	<u>Initial Capital Contribution</u>	<u>Partnership Interests</u>
GENERAL PARTNER	\$ 10.00	1%
ORIGINAL LIMITED PARTNER	\$ 990.00	99%
TOTAL:	<u>\$ 1,000.00</u>	<u>100%</u>

D- _____

Articles of Incorporation

We, the undersigned, incorporators, hereby associate ourselves together to form and establish a corporation *FOR* profit under the laws of the State of Kansas.

FIRST: The Name of the Corporation is RESOURCE RECOVERY, INC.

SECOND: The location of its registered office in Kansas is

815
(Number)

Union
(Street)

Coffeyville
(City)

Montgomery
(County)

67337
(Zip Code)

and the resident agent in charge thereof at such address is Joe L. Levy.

THIRD: This Corporation is organized *FOR* profit and the nature of its business or purposes to be conducted or promoted is: To have and to exercise all the powers now or hereafter conferred by the laws of the State of Kansas upon corporations organized pursuant to the laws under which the corporation is organized and any and all acts amendatory thereof and supplemental thereto.

FOURTH: The total number of shares of this corporation is as follows: (Describe fully the class or classes of stock and the value of each.)

100,000	shares of	common	stock, class	_____	par value of	\$1.00	dollars each
_____	shares of	_____	stock, class	_____	par value of	_____	dollars each
_____	shares of	_____	stock, class	_____	without nominal or par value		
_____	shares of	_____	stock, class	_____	without nominal or par value		

Statement of all or any of the designations and the powers, preferences and rights and the qualifications, limitations or restrictions thereof, in respect to any class No stock of this corporation shall be transferred to a non stockholder until after it has been offered by the selling stockholder to this corporation and its stockholders for acquisition.

Statement of Grant of Authority, as may be desired to be given to the Board of Directors, if given.

FIFTH: The Name and Mailing Address of each INCORPORATOR is as follows:

GRADY KELLEY	Route 1, Box 170	Coffeyville, KS 67337

SIXTH: The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

SEVENTH: The Term for which this Corporation is to exist is perpetuals

In Testimony Whereof, We have hereunto subscribed our names this 17 day of January , A. D. 1980

/s/ Grady Kelley

GRADY KELLEY

STATE OF KANSAS,

COUNTY OF

MONTGOMERY

} ss.

Personally appeared before me, a Notary Public in and for Montgomery County, Kansas, the above-named GRADY KELLEY

who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, this 17th day of January, A. D. 1980

[SEAL]

/s/ [Illegible]

Notary Public.

My appointment or commission expires [Illegible] 1981

Submit to this office in duplicate.

A fee of \$50.00 must accompany this form.

**AMENDED AND RESTATED BYLAWS
OF
RESOURCE RECOVERY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ENDORSED — FILED
IN THE OFFICE OF THE
SECRETARY OF STATE
OF THE STATE OF CALIFORNIA
OCT 10 2000
SILL JONES SECRETARY OF STATE

2264782

**ARTICLES OF INCORPORATION
OF
RI/ALAMEDA CORP.**

* * * * *

FIRST: That the name of the corporation is RI/Alameda Corp.

SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporation Code.

THIRD: The name of this corporation's initial agent for service of process on the State of California is :

C T CORPORATION SYSTEM

FOURTH: The total number of shares which the corporation is authorized to issue is One Thousand (1,000); all of such shares shall be without par value.

IN WITNESS WHEREOF, the undersigned have executed these Articles this 6th day of October, 2000.

By: /S/ David A. Barclay

(signature of Incorporator)

David A. Barclay

(Typed Name of Incorporator)



**AMENDED AND RESTATED BYLAWS
OF
RI/ALAMEDA CORP.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**ARTICLES OF INCORPORATION
OF
RICHMOND SANITARY SERVICE, INC.**

DEC 14 1989
MARCH FONG EU, Secretary of State

I

The name of this corporation is RICHMOND SANITARY SERVICE, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is: Richard E. Norris, 3260 Blume Drive, Suite 200, Richmond, California.

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

Dated: December 13, 1989

/s/ Dennis Varni
DENNIS VARNI

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ Dennis Varni
DENNIS VARNI

**SECOND AMENDED AND RESTATED BYLAWS
OF
RICHMOND SANITARY SERVICE, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

RIO GRANDE VALLEY LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Rio Grande Valley Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Rio Grande Valley Landfill TX, LP as of December 12, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:00 PM 12/12/2001
010638299 — 3468061

SECOND AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**RIO GRANDE VALLEY LANDFILL TX, LP**

This Second Amendment to Limited Partnership Agreement of Rio Grande Valley Landfill TX, LP (the "Second Amendment") is entered into effective as of May 1, 2003 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Rio Grande Valley Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Rio Grande Valley Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this Second Amendment shall have the meanings given those terms in the Agreement.

B. A First Amendment dated December 31, 2001 provided for an intra-company transfer, whereby BFINA transferred its interest in the Partnership to AWSH. The First Amendment also provided for the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in the First Amendment.

C. Pursuant to an intra-company transfer, AWSH transferred its interest in the Partnership back to BFINA.

D. The Partners desire to acknowledge the admission of BFINA as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of AWSH's interest in the Partnership to BFINA, and (b) the admission of BFINA as a substituted limited partner.

2. Acceptance. BFINA hereby acknowledges the assumption of all of AWSH's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this Second Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
BFI Waste Systems of North America, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	<u>100%</u>

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

RIO GRANDE VALLEY LANDFILL TX, LP

This First Amendment to Limited Partnership Agreement of Rio Grande Valley TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Rio Grande Valley Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Rio Grande Valley Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.

2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	<u>100%</u>

**AGREEMENT OF LIMITED PARTNERSHIP OF
RIO GRANDE VALLEY LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Rio Grande Valley Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 **Partners.** The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 **Contributions of Partners.** The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 **Limitations Pertaining to Capital Contributions.**

(a) **Return of Capital.** Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) **Liability of Partners.** No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) **No Third Party Rights.** Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) **Withdrawal.** Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 **Indemnification.** The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the “Indemnified Parties”) from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys’ fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 **Books and Records.** The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 **Tax Matters.** The General Partner is hereby appointed on behalf of the Partnership as the “tax matters partner” under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 **General.** No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever (“Transfer”) all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner’s interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 **Assignee of Partner’s Interest.** If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner’s interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White
Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White
Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

CERTIFICATE OF INCORPORATION
OF
RISK SERVICES, INC.

1. The name of the corporation is:

RISK SERVICES, INC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.

6. The name and mailing address of the incorporator is:

L. M. Custis
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 13th day of September, 1985.

L. M. Custis
L. M. Custis

RECEIVED FOR RECORD
SEP 13 1985
LEO J. DUGAN, Jr., Recorder

**AMENDED AND RESTATED BYLAWS
OF
RISK SERVICES, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF FORMATION

OF

LETCO, LLC

1. The name of the limited liability company is Letco, LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Letco, LLC this 29th day of June, 1998.

/s/ L. Frank Cordero

L. Frank Cordero

Authorized Person

CERTIFICATE OF AMENDMENT

OF

LETCO, LLC

1. The name of the limited liability company is Letco, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Article First is amended to read as follows: The name of the limited liability company is RITM, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Letco, LLC this Twenty-First day of August, 1998.

/s/ David A. Barclay

David A. Barclay

Authorized Individual

(DEL. — LLC 3240 — 10/1/92)

C T System

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
RITM, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of RITM, LLC, a Delaware limited liability company (the "Company"), is made and entered into on July 20, 2001, by The LETCO Group, Limited Partnership ("LETCO"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that LETCO is, and has been admitted as the sole member of the Company, and that LETCO's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the

meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2);and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
The LETCO Group, Limited Partnership, a Delaware limited partnership	\$ 1.00	1



State of Missouri . . . Office of Secretary of State
ROY D. BLUNT, Secretary of State

Articles of Incorporation
(To be submitted in duplicate by an attorney or an incorporator.)

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MO 65102

**FILED AND CERTIFICATE OF
INCORPORATION ISSUED**
JUL 27 1988

Roy D. Blunt

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under The General and Business Corporation Law of Missouri adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation is: Rock Road Industries, Inc.

ARTICLE TWO

The address, including street and number, if any, of the corporation's initial registered office in this state is: 12976 St. Charles Rock Rd., St. Louis, MO 63044 and the name of its initial agent at such address is: S. Francis Baldwin

ARTICLE THREE

The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue shall be: 30,000 shares of no par value common stock with a stated value of \$1.00 per share.

The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect of the shares of each class are as follows:



ARTICLE FOUR

The extent, if any, to which the preemptive right of a shareholder to acquire additional shares is limited or denied.

No shareholder shall enjoy any preemptive right to acquire any additional shares.

ARTICLE FIVE

The name and place of residence of each incorporator is as follows:

Name

S. Francis Baldwin

Street

700 Heege, Apt. D

City

St. Louis

ARTICLE SIX

(Designate which and complete the applicable paragraph.)

The number of directors to constitute the first board of directors is _____. Thereafter the number of directors shall be fixed by, or in the manner provided in the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change.

OR

The number of directors to constitute the board of directors is 4. (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The persons to constitute the first board of directors may, but need not, be named.)

ARTICLE SEVEN

The duration of the corporation is perpetual.

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ARTICLE EIGHT

The corporation is formed for the following purposes: To acquire, buy, hold, convey, and transfer real and personal property and to do all other legal acts permitted general and business corporations now or in the future.



IN WITNESS WHEREOF, these Articles of Incorporation have been signed this 26th day of July, 1988

/s/ S. Francis Baldwin
S. Francis Baldwin

**AMENDED AND RESTATED BYLAWS
OF
ROCK ROAD INDUSTRIES, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders

and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President

and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or

Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid

by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

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APPROVED

By /s/ (Illegible)

Date 12/21/92

Amount \$75.00

ARTICLES OF INCORPORATION

OF

ROSS BROS. WASTE & RECYCLING CO.

The undersigned, desiring to form a corporation for profit under the General Corporation Act of Ohio, does hereby certify:

FIRST: The name of said corporation shall be Ross Bros. Waste & Recycling Co.

SECOND: The place in the State of Ohio where its principal office is to be located in is the County of Knox and City of Mount Vernon.

THIRD: The purpose for which it is formed is:

To engage in any lawful act or activity for which corporations may be formed under Section 1701.01 to 1701.98, inclusive, of the Revised Code.

FOURTH: The maximum number of shares which the corporation is authorized to have outstanding is seven hundred fifty (750) shares without par value.

FIFTH: The amount of capital with which the corporation will begin business is Five Hundred and 00/100 Dollars (\$500.00).

SIXTH: The Board of Directors is hereby authorized to fix and determine whether any, and if any, what part of its surplus, however created or arising, shall be used or disposed of or declared in dividends or paid to shareholders, and, without action by the shareholders, to use and apply such surplus, or any part thereof, at any time or from time to time, in the purchase or acquisition of shares of any class, voting trust certificates for shares, bonds, debentures, note, script, warrants, obligations, evidences of indebtedness of the corporation or other securities of the corporation, to such extent or amount and in such manner and upon such terms as the Board of Directors shall deem expedient.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of December, 1992.

/s/ Ben Grandstaff

Ben Grandstaff, Incorporator

**AMENDED AND RESTATED BYLAWS
OF
ROSS BROS. WASTE & RECYCLING CO.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusively of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON

DEC. 31 1964
FRANK J. HEALY
CORPORATION COMMISSIONER

ARTICLES OF INCORPORATION
OF
ROSSMAN SANITARY SERVICE, INC.

KNOW ALL MEN BY THESE PRESENTS, that we, JOHN M. MORGENTHALER, L. EUGENE CRAMPTON and RONALD P. HOXIE, have this day associated ourselves for the purpose of forming a corporation under and by virtue of the laws of the State of Oregon for the formation of private corporations.

ARTICLE I.

The name of this corporation shall be ROSSMAN SANITARY SERVICE, INC., and its duration shall be perpetual.

ARTICLE II

The enterprise, business, pursuit and occupation in which this corporation proposes to engage is as follows:

To engage in the business of collection and disposal of garbage.

This corporation assumes unto itself and shall possess the rights, powers, privileges and franchises granted and conferred, or that may hereafter be granted and conferred, to like corporations under the laws of the State of Oregon, and shall have in addition to all other substantive powers which it may otherwise have, the specific powers set forth in ORS 57.030.

ARTICLE III

The amount of the total authorized capital stock of this corporation shall be one thousand (1000) shares with no par value. One Thousand (\$1,000.00) Dollars of said stock shall be subscribed for and paid in before the corporation shall commence business.

ARTICLE IV.

The place where this corporation is to have its initial registered office is Route #1, Box 142, West Linn, Oregon, in the County of Clackamas. The name of its initial registered agent at such

address is Arthur Rossman.

ARTICLE V.

The number of directors constituting the original board of directors of the corporation is three.

ARTICLE VI.

The names and addresses of each of the incorporators hereof, and also directors hereof, being all natural persons of the age of twenty-one years or more, are as follows:

John M. Morgenthaler
5335 S. W. Madrona
Lake Grove, Oregon

L. Eugene Crampton
397 N. State Street
Lake Oswego, Oregon

Ronald P. Hoxie
397 N. State Street
Lake Oswego, Oregon

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals in triplicate this 18 day of December 1964.

/s/ John M. Morgenthaler (SEAL)

/s/ L. Eugene Crampton (SEAL)

/s/ Ronald P. Hoxie (SEAL)

STATE OF OREGON)
) SS.
County of Clackamas)

I, Linda C. Wheelon, a Notary Public for Oregon, hereby certify that on the 18th day of December, 1964, personally appeared before me John M. Morgenthaler, L. Eugene Crampton and Ronald P. Hoxie, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

/s/ Linda C. Wheelon
Notary Public for Oregon

My Commission expires April 19, 1968

**AMENDED AND RESTATED BYLAWS
OF
ROSSMAN SANITARY SERVICE, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Submit in Duplicate

Payment must be made by Certified Check, Cashiers' Check or a Money Order, payable to "Secretary of State".
DO NOT SEND CASH!

JIM EDGAR
Secretary of State
State of Illinois

File #

This Space For Use By
Secretary of State

ARTICLES OF INCORPORATION

Date	10-22-84
License Fee	\$.50
Franchise Tax	\$ 25.00
Filing Fee	\$ 75.00
Clerk	<u>100.50</u>

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

ARTICLE ONE The name of the corporation is GSX Corporation of Illinois
(Shall contain the word "corporation", "company", "incorporated", "limited", or an abbreviation thereof)

ARTICLE TWO The name and address of the initial registered agent and its registered office are:

Registered Agent C T CORPORATION SYSTEM
First Name Middle Name Last Name

Registered Office c/o C T CORPORATION SYSTEM, 208 S. La Salle Street
Number Street Suite # (A P.O. Box alone is not acceptable)

Chicago 60604 Cook
City Zip Code County

ARTICLE THREE The purpose or purposes for which the corporation is organized are:
If not sufficient space to cover this point, add one or more sheets of this size.

The purposes for which the corporation is organized are:

The transaction of any or all lawful businesses for which the corporations may be incorporated under the Illinois Business Corporation Act.

ARTICLE FOUR Paragraph 1: The authorized shares shall be:

<u>Class</u>	<u>* Par Value per share</u>	<u>Number of shares authorized</u>
Class A Common	\$.01	25,000

Paragraph 2 : The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

If not sufficient space to cover this point, add one or more sheets of this size.

n/a

ARTICLE FIVE The number of shares to be issued initially, and the consideration to be received by the corporation therefor, are:

<u>Class</u>	<u>* Par Value per share</u>	<u>Number of shares proposed to be issued</u>	<u>Consideration to be received therefor</u>
Class A Common	\$.01	1	\$.01
			\$
			\$
			\$
		TOTAL	<u>\$.01</u>

* A declaration as to a "par value" is optional. This space may be marked "n/a" when no reference to a par value is desired.

Submit in Duplicate

Remit payment in Check or Money Order, payable to "Secretary of State".

DO NOT SEND CASH!

**JIM EDGAR
Secretary of State
State of Illinois**

ARTICLES OF AMENDMENT

File # 5362-425-1

This Space For Use By
Secretary of State

Date	11-10-88
License Fee	\$
Franchise Tax	\$ 25
Filing Fee	\$
Clerk	(Illegible)

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation.

ARTICLE ONE The name of the corporation is GSX Corporation of Illinois *(Note 1)*

ARTICLE TWO The following amendment of the Articles of Incorporation was adopted on October 19, 1988 in the manner indicated below. ("X" one box only.)

- o By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; *(Note 2)*
- o By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; *(Note 3)*
- o By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; *(Note 4)*
- o By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; *(Note 4)*
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors have been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. *(Note 4)*

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is: RESOLVED, that the Articles of Incorporation be amended to read as follows:)

RESOLVED, that the Articles of Incorporation be amended to read as follows:

ARTICLE ONE: The name of the corporation is "Laidlaw Waste Systems (Madison) Inc." *(New Name)*

**All changes other than name, include on page 2
(over)**

ARTICLE THREE

The manner, if not set forth in the amendment, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, Insert "No change")*
No Change

ARTICLE FOUR

(a) The manner, if not set forth in the amendment, in which said amendment effects a change in the amount of paid-in capital* is as follows: *(If not applicable, Insert "No change")*
No Change

(b) The amount of paid-in capital* as changed by this amendment is as follows: *(If not applicable, Insert "No change")*
No change

	Before Amendment	After Amendment
Paid-in-Capital	\$ _____	\$ _____

The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated October 19, 1988

GSX CORPORATION OF ILLINOIS
(Exact Name of Corporation)

attested by /s/ Ivan R. Cairns
(Signature of Secretary or Assistant Secretary)

by /s/ Leslie W. Haworth
(Signature of President or Vice President)

Ivan R. Cairns, Secretary
(Type or Print Name and Title)

Leslie W. Haworth, Vice-President
(Type or Print Name and Title)

* *"Paid-in Capital" replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.*

Form BCA-10.30

(Rev. Jan. 1995)

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782 - 1832

Remit payment in check or money order, payable to
"Secretary of State."

* The filing fee for articles of amendment - \$25.00

ARTICLE OF AMENDMENT

FILED
DEC 15 1997

GEORGE H. RYAN
SECRETARY OF STATE

File # 5362 - 425 - 1
SUBMIT IN DUPLICATE
This space for use by
Secretary of State

Date	12-15-97
Franchise Tax	\$
Filing Fee*	\$ 25.00
Penalty	\$

Approved: (Illegible)

1. CORPORATE NAME: Laidlaw Waste Systems (Madison), Inc.

(Note 1)

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on December 1, 1997 in the manner indicated below. ("X" one box only)

- By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; (Note 2)
- By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)
- By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; (Note 3)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Note 4&5)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 5)

3. TEXT OF AMENDMENT:

a. When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is:

EXPEDITED
BOX 170

Roxana Landfill, Inc.

(NEW NAME)

DEC 15, 1997

All changes other than name, include on page 2
(over)

SECRETARY OF STATE

4. The manner, if not set forth in Article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or affected by this amendment, is as follows: (if not applicable, insert "No change")

No change

5. (a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: (If not applicable, insert "No change")

No change

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (If not applicable, insert "No change")

No change

	Before Amendment	After Amendment
Paid-in Capital	\$ _____	\$ _____

(Complete either Item 6 or 7 below. All signatures must be in BLACK INK.)

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated December 5, 1997

Laidlaw Waste Systems (Madison), Inc.
(Exact Name of Corporation at date of execution)

attested by /s/ Thomas K. Kehoe
(Signature of Secretary or Assistant Secretary)

by /s/ Don Slager
(Signature of President or Vice President)

Thomas K. Kehoe, Secretary
(Type or Print Name and Title)

Don Slager, Exec. Vice President
(Type or Print Name and Title)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____, 19 _____

AMENDED AND RESTATED BYLAWS
OF
ROXANA LANDFILL, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received

(FOR BUREAU USE ONLY)

JUL 16 1993

933D#3212 0719 ORG&FI \$60.00

Name

OWEN RAMEY

FILED

JUL 22 1993

Administrator

Address

117 West Cedar Street

MICHIGAN DEPARTMENT OF COMMERCE

Corporation & Securities Bureau

City	State	Zip Code
Kalamazoo	MI	49007-5286

éDocument will be returned to the name and address you enter above.é

EFFECTIVE DATE:

004-541

ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

ROYAL HOLDINGS, INC. ü

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

- Common Shares 60,000
Preferred Shares NONE

- A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

None of the shares of stock of this corporation may be transferred to a person not a record shareholder at the time unless such shares are first offered to all shareholders who shall have 15 days after receipt of written notice of such transfer in which time to elect to purchase said shares by meeting the best bona fide offer that shall have been made for said shares. If such bona fide offer is not met within said time, one transfer of said shares shall be made free of this restriction which shall thereafter again attach to all shares of this corporation.

ARTICLE IV

1. The address of the registered office is:

117 West Cedar Street Kalamazoo, **Michigan** 49007
(Street Address) **(City)** **(ZIP Code)**

2. The mailing address of the registered office if different than above:

same _____, **Michigan** _____
(P.O. Box) **(City)** **(ZIP Code)**

3. The name of the resident agent at the registered office is: OWEN RAMEY

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name **Residence or Business Address**

HENRY VALKEMA 3432 Gembrit Circle, Kalamazoo, Michigan, 49001

ARTICLE VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII (Optional. Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE VIII

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for a breach of fiduciary duty as a director, except for liability:

- (a) For any breach of the director's duty of loyalty to the corporation or its shareholders;
- (b) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law;
- (c) Resulting from a violation of Section 551(1) of the Michigan Business Corporation Act; or
- (d) For any transaction from which the director derived an improper personal benefit. In the event the Michigan Business Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Michigan Business Corporation Act, as so amended. Any repeal, modification or adoption of any provision of these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal, modification or adoption.

I (We), the incorporator(s) sign my (our) name(s) this 5 day of July, 1993.

/s/ Henry Valkema
Henry Valkema

BY-LAWS
OF
ROYAL HOLDINGS, INC.

ARTICLE I — OFFICES

The office of the Corporation shall be located in the city and state designated in the Articles of Incorporation. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time determine.

ARTICLE II — MEETING OF SHAREHOLDERS

Section 1 — Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held within five months after the close of the fiscal year of the Corporation, for the purpose of electing directors, and transacting such other business as may properly come before the meeting.

Section 2 — Special Meetings:

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President and shall be called by the President or the Secretary at the written request of the holders of ten per cent (10%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the Business Corporation Act.

Section 3 — Place of Meetings:

All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places as shall be designated in the notices or waivers of notice of such meetings.

Section 4 — Notice of Meetings:

(a) Except as otherwise provided by Statute, written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten or more than fifty days before the meetings, upon each shareholder of record entitled to vote at such meeting, and

to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to Statute, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder or record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting, in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 5 — Quorum:

(a) Except as otherwise provided herein, or by statute, or in the Certificate of Incorporation (such Certificate and any amendments thereof being hereinafter collectively referred to as the “Certificate of Incorporation”), at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted at the meeting as originally called if a quorum had been present.

Section 6 — Voting:

(a) Except as otherwise provided by statute or by the Certificate of Incorporation, any corporate action, other than the election of directors, to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

(b) Except as otherwise provided by statute or by the Certificate of Incorporation, at each meeting of shareholders, each holder of record of stock of the Corporation entitled to vote thereat, shall be entitled to one vote for each share of stock registered in his name on the books of the Corporation.

(c) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the person executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

ARTICLE III — BOARD OF DIRECTORS

Section 1 — Number, Election and Term of Office:

(a) The number of the directors of the Corporation shall be ONE (1), unless and until otherwise determined by vote of a majority of the entire Board of Directors. The number of Directors shall not be less than three, unless all of the outstanding shares are owned beneficially and of record by less than three shareholders, in which event the number of directors shall not be less than the number of shareholders permitted by statute.

(b) Except as may otherwise be provided herein or in the Certificate of Incorporation, the members of the Board of Directors of the Corporation, who need not be shareholders,

shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares, present in person or by proxy, entitled to vote in the election.

(c) Each director shall hold office until the annual meeting of the shareholders next succeeding his election, and until his successor is elected and qualified, or until his prior death, resignation or removal.

Section 2 — Duties and Powers:

The Board of Directors shall be responsible for the control and management of the affairs, property and interest of the Corporation, and may exercise all powers of the Corporation, except as are in the Certificate of Incorporation or by statute expressly conferred upon or reserved to the shareholders.

Section 3 — Annual and Regular Meetings; Notice:

(a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders, at the place of such annual meeting of shareholders.

(b) The Board of Directors, from time to time, may provide by resolution for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in paragraph (b) Section 4 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 4.

Section 4 — Special Meetings; Notice:

(a) special meetings of the Board of Directors shall be held whenever called by the President or by one of the directors, at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Except as otherwise required by statute, notice of special meetings shall be mailed directly to each director, addressed to him at his residence or usual place of

business, at least two (2) days before the day on which the meeting is to be held, or shall be sent to him at such place by telegram, radio or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. A notice, or waiver of notice, except as required by Section 8 of this Article III, need not specify the purpose of the meeting.

(c) Notice of any special meetings shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 5 — Chairman:

At all meetings of the Board of Directors, the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman, or he shall be absent, then the President shall preside, and in his absence, a Chairman chosen by the directors shall preside.

Section 6 — Quorum and Adjournments:

(a) At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate of Incorporation, or by these By-Laws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 7 — Manner of Acting:

(a) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(b) Except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 8 — Vacancies:

Any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors, though less than a quorum, at any regular meeting or special meeting of the Board of Directors called for that purpose.

Section 9 — Resignation:

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 10 — Removal:

Any director may be removed with or without cause at any time by the affirmative vote of shareholders holding of record in the aggregate at least a majority of the outstanding shares of the Corporation at a special meeting of the shareholders called for that purpose, and may be removed for cause by action of the Board.

Section 11 — Salary:

No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12 — Contracts:

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated, nor shall any director be liable in any way by reason of the fact that any one or more of the

directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other Corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which such action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

Section 13 — Committees:

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees, and alternate members thereof, as they may deem desirable, each consisting of three or more members, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

ARTICLE IV — OFFICERS

Section 1 — Number, Qualifications, Election and Term of Office:

(a) The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more Vice Presidents, as the Board of Directors may from time to time deem advisable. Any officer other than the Chairman of the Board of Directors may be, but is not required to be, a director of the Corporation. Any two or more offices may be held by the same person.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting

of the Board of Directors next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

Section 2 — Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3 — Removal:

Any officer may be removed, either with or without cause, and a successor elected by a majority vote of the Board of Directors at any time.

Section 4 — Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by a majority vote of the Board of Directors.

Section 5 — Duties of Officers:

Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these By-Laws, or may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Corporation.

Section 6 — Sureties and Bonds:

In case the Board of Directors shall so require, any officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

Section 7 — Shares of Other Corporations:

Whenever the Corporation is the holder of shares of any other Corporation, any right or power of the Corporation as

such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the Corporation by the President, and Vice President, or such other person as the Board of Directors may authorize.

ARTICLE V — SHARES OF STOCK

Section 1 — Certificate of Stock:

(a) The certificates representing shares of the Corporation shall be in such form as shall be adopted by the Board of Directors, and shall be numbered and registered in the order issued. They shall bear the holder's name and the number of shares, and shall be signed by (i) the Chairman of the Board of the President or a Vice President, and (ii) the Secretary or Treasurer, or any Assistant Secretary or Assistant Treasurer, and shall bear the corporate seal.

(b) No certificate representing shares shall be issued until the full amount of consideration therefor has been paid, except as otherwise permitted by law.

(c) To the extent permitted by law, the Board of Directors may authorize the issuance of certificates for fractions of a share which shall entitle the holder to exercise voting rights, receive dividends and participate in liquidating distributions, in proportion to the fractional holdings; or it may authorize the payment in cash of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, or scrip in registered or bearer form over the signature of an officer or agent of the Corporation, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder, except as therein provided.

Section 2 — Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss or destruction of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate theretofore issued by it, alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the Board of Directors in its discretion may require, the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the Corporation a bond in such sum as the Board may direct, and

with such surety or sureties as may be satisfactory to the Board, to indemnify the Corporation against any claims, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 3 — Transfers of Shares:

(a) Transfers of shares of the Corporation shall be made on the share records of the Corporation only by the holder of record thereof, in person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4 — Record Date:

In lieu of closing the share records of the Corporation, the Board of Directors may fix, in advance, a date not exceeding fifty days, nor less than ten days, as the record date for the determination of shareholders entitled to receive notice of or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to

any adjournment thereof, unless the directors fix a new record date for the adjourned meeting.

ARTICLE VI — DIVIDENDS

Subject to applicable law, dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

ARTICLE VII — FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

ARTICLE VIII — CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE IX — AMENDMENTS

Section 1 — By Shareholders:

All By-Laws of the Corporation shall be subject to alternation or repeal, and new By-Laws may be made, by the affirmative vote of shareholders holding of record in the aggregate at least a majority of the outstanding shares entitled to vote in the election of directors at any annual or special meetings of shareholders, provided that the notice of waiver of notice of such meeting shall have summarized or set forth in full therein, the proposed amendment.

Section 2 — By Directors:

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, By-Laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto as in this Article IX above-provided may alter, amend or repeal By-laws made by the Board of Directors, except that the Board of Directors shall have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the By-Laws with respect to the removal of directors or the filling of vacancies in the Board resulting from the removal by the shareholders. If any By-Law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors, the By-Law so

adopted, amended or repealed, together with a concise statement of the changes made.

ARTICLE X — INDEMNITY

(a) Any person made a party to any action, suite or proceeding, by reason of the fact that he, his testator or intestate representative is or was a director, officer or employee of the Corporation, or of any Corporation in which he served as such at the request of the Corporation, shall be indemnified by the Corporation against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceedings, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding, or in connection with any appeal therein that such officer, director or employee is liable for negligence or misconduct in the performance of his duties.

(b) The foregoing right of indemnification shall not be deemed exclusive of any other rights to which any officer of director or employee may be entitled apart from the provisions of this section.

(c) The amount of indemnity to which any officer or any director may be entitled shall be fixed by the Board of Directors, except that in any case where there is not disinterested majority of the Board available, the amount shall be fixed by arbitration pursuant to the then existing rules of the American Arbitration Association.

The undersigned Incorporator certifies that he has adopted the foregoing By-Laws as the first By-Laws of the Corporation.

Dated: 8-6-93

/s/ Henry A. Valkema
Henry A. Valkema
Incorporator

CERTIFICATE OF LIMITED PARTNERSHIP

OF

ROYAL OAKS LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Royal Oaks Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Royal Oaks Landfill TX, LP as of December 3rd 1999.

ALLIED WASTE LANDFILL HOLDINGS, INC.,
a Delaware corporation,
General Partner

By /s/ Donald W. Slager
Donald W. Slager, President

**AGREEMENT OF LIMITED PARTNERSHIP OF
ROYAL OAKS LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 3, 1999, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner, and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Royal Oaks Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to

this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers which the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;

- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets which does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature which do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited

Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General

Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;
- (c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or
- (d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership property, and the Partnership property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 **Certificate of Cancellation.** When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 **Notices.** Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 **Construction.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 **Additional Documents.** Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.3 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement,

and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: President

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

By: /s/ Michael G. Hannon
Its: Vice President

EXHIBIT A

Names and Addresses of Partners:

General Partner:
Allied Waste Landfill Holdings, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Limited Partner:
Allied Waste Systems Holdings, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
The following cash and/or assets:		1%

The following cash and/or assets:		99%
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CERTIFICATE OF FORMATION
OF
VENTURA COUNTY, LLC

1. The name of the limited liability company is Ventura County, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Ventura County, LLC this 15th day of June, 1998.

/s/ L. Frank Cordero

L. Frank Cordero
Authorized Person

CERTIFICATE OF AMENDMENT

OF

Ventura County, L.L.C.

1. The name of the limited liability company is Ventura County, L.L.C..
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Article First of the Certificate of Formation is hereby amended to read as follows: The name of the limited liability company is Rubbish Control, L.L.C.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Ventura County, L.L.C. this 31st day of July, 1998.

/s/ David A. Barclay

David A. Barclay
Authorized Individual

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
RUBBISH CONTROL, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of RUBBISH CONTROL, LLC, a Delaware limited liability company (the "Company"), is made and entered into on July 20, 2001, by Republic Services, Inc. ("RSI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an "authorized person" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall

apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Second Amended and Restated Operating Agreement on July 20, 2001.

REPUBLIC SERVICES, INC.

By: /s/ David A. Barclay

David A. Barclay

Title: Sr. Vice President & Assistant Secretary

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1

CERTIFICATE OF LIMITED PARTNERSHIP

OF

RWS TRANSPORT, L.P.

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

I. The name of the limited partnership is RWS TRANSPORT, L.P.

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of each general partner is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Republic Waste Services of Texas GP, Inc.	110 S.E. 6 th Street 28 th Floor Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership of RWS TRANSPORT, L.P., as of June 10, 2003.

RWS TRANSPORT, L.P.

By: it's General Partner
Republic Waste Services of Texas GP, Inc.

By: /s/ David A. Barclay
David A. Barclay, Vice President & Secretary

*State of Delaware
Secretary of State
Division of Corporations
Delivered 03:19 PM 06/10/2003
FILED 03:19 PM 06/10/2003
SRV 030382542 - 3668547 FILE*

**AGREEMENT
OF
LIMITED PARTNERSHIP
OF
RWS TRANSPORT, L.P.**

THIS AGREEMENT OF LIMITED PARTNERSHIP of RWS TRANSPORT, L.P. is made as of this 10th day of June, 2003, by and among **REPUBLIC WASTE SERVICES OF TEXAS GP, INC.**, a Delaware corporation (the "General Partner"), and **REPUBLIC WASTE SERVICES OF TEXAS LP, INC.**, a Delaware corporation (the "Initial Limited Partner"), and the Persons who become limited partners of the Partnership in accordance with the provisions hereof and whose names are set forth as Limited Partners on Schedule A attached hereto.

WITNESSETH:

WHEREAS, the General Partner has heretofore formed the Partnership by filing a Certificate of Limited Partnership with the office of the Secretary of State of the State of Delaware on June 10, 2003; and

WHEREAS, the parties hereto desire to provide for the governance of the Partnership and to set forth in detail their respective rights and duties relating to the Partnership.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I
DEFINED TERMS**

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"Act" means the Delaware Revised Uniform Limited Partnership Act, 6 Del.C. Section 17-101, et seq., as amended from time to time.

"Additional Units" has the meaning set forth in Section 4.03(a) hereof.

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Agreement of Limited Partnership of the Partnership, as amended, modified, supplemented or restated from time to time.

“Bankruptcy” means, with respect to any Partner, (i) the filing by a Partner of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code (or corresponding provisions of future laws) or any other federal or state insolvency law, or the filing by a Partner of an answer consenting to or acquiescing in any such petition, (ii) the making by a Partner of any assignment for the benefit of its creditors or the admission by a Partner in writing of its inability to pay its debts as they mature, (iii) the filing of an involuntary petition under Title 11 of the United States Code (or corresponding provisions of future laws), an application for the appointment of a receiver for the assets of a Partner, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other federal or state insolvency law, provided that the same shall not have been vacated, set aside or stayed within a sixty (60) day period after the occurrence of such event, or (iv) the entry against it of a final and nonappealable order for relief under any bankruptcy, insolvency or similar law now or hereafter in effect.

“Capital Account” means, with respect to any Partner, the account maintained for such Partner in accordance with the provisions of Section 4.05 hereof.

“Capital Contribution” means, with respect to any Partner, the aggregate amount of money contributed to the Partnership by such Partner pursuant to Sections 4.01, 4.02, 4.03 and 4.04 hereof.

“Certificate of Limited Partnership” means the Certificate of Limited Partnership and any and all amendments thereto and restatements thereof filed on behalf of the Partnership with the office of the Secretary of State of the State of Delaware.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Agreement, as such specific section or such corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

“Covered Person” has the meaning set forth in Section 12.01(a) hereof.

“Disabling Conduct” shall mean conduct that constitutes fraud, willful misconduct, bad faith or gross negligence.

“General Partner” means Republic Waste Services of Texas GP, Inc., a Delaware corporation, and includes any Person who becomes an additional or

successor general partner of the Partnership pursuant to the provisions of this Agreement.

“Indemnified Person” has the meaning set forth in Section 12.02(a) hereof.

“Initial Limited Partner” means Republic Waste Services of Texas LP, Inc., a Delaware corporation, in its capacity as a limited partner of the Partnership.

“Liquidating Trustee” means the General Partner, or if there is no General Partner, a Person or Persons who may be approved by a Majority Vote.

“Limited Partner” means any Person named as a limited partner of the Partnership on Schedule A attached hereto and includes any Person admitted as an additional limited partner of the Partnership or a substituted limited partner of the Partnership pursuant to the provisions of this Agreement, and “Limited Partners” means two (2) or more of such Persons when acting in their capacities as limited partners of the Partnership.

“Majority Vote” means the written approval of, or the affirmative vote by, the holders of a majority of the Outstanding Units.

“Net Cash Flow” means, for each fiscal year or other period of the Partnership, the gross cash receipts of the Partnership from all sources, but excluding all Capital Contributions and any amounts that are held by the Partnership as a collection agent or in trust for others or that are otherwise not unconditionally available to the Partnership, less all amounts paid by or for the account of the Partnership during the same fiscal year or period (including, without limitation, payments of principal and interest on any Partnership indebtedness), and less any amounts determined by the General Partner to be necessary to provide a reasonable reserve for working-capital needs or to provide funds for any other contingencies of the Partnership. Net Cash Flow shall be determined in accordance with generally accepted accounting principles.

“Outstanding Units” means the number of Units shown on the books and records of the Partnership to be outstanding other than Units held by the Partnership; provided, however, that for purposes of a written approval or affirmative vote required to take any action hereunder, the number of Outstanding Units shall not include Units held by an assignee who has not been admitted as a Limited Partner pursuant to the terms of this Agreement.

“Partner” means any General Partner or Limited Partner, and “Partners” means two (2) or more such Persons.

“Partnership” means RWS Transport, L.P., a Delaware limited partnership, the limited partnership heretofore formed and continued under and pursuant to the Act and this Agreement.

“Person” includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or other period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss).

“Record Date” means the date established by the General Partner as the record date for purposes of any entitlement hereunder.

“Record Holder” means the Limited Partner or assignee in whose name a Unit is registered on the books and records of the Partnership and, as applied to the General Partner’s interest in the Partnership, the owner thereof, in each case as of the close of business on any Record Date.

“Substituted Limited Partner” means a Person who is admitted to the Partnership as a Limited Partner pursuant to this Agreement in place of a Limited Partner or an assignee, and who is named as a Limited Partner on Schedule A attached hereto.

“Successor” means any Person who becomes (i) an assignee of a General Partner’s interest in the Partnership, or part thereof (whether or not such assignee becomes an additional or successor General Partner pursuant to this Agreement), (ii) an assignee of a Limited Partner’s interest in the Partnership, or part thereof (whether or not such assignee becomes a Limited Partner pursuant to this Agreement), or (iii) an assignee of a Successor.

“Tax Matters Partner” has the meaning set forth in Section 10.06(a) hereof.

“Term” has the meaning set forth in Section 2.08 hereof.

“Treasury Regulations” means the income-tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unit” means an interest of a Limited Partner or an assignee in the Partnership representing such fractional part of the interests of all Limited Partners or assignees pursuant to this Agreement as is equal to the quotient of one divided by the number of Outstanding Units.

ARTICLE II
CONTINUATION AND PURPOSES

Section 2.01. Continuation. The parties hereto hereby continue the Partnership as a limited partnership under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Partners shall be as provided in the Act, except as otherwise provided herein.

Section 2.02. Name. The name of the Partnership heretofore formed and continued hereby is "RWS TRANSPORT, L.P.", unless and until the name of the Partnership is changed by the General Partner, in its sole discretion, and an appropriate amendment to the Certificate of Limited Partnership is filed as required by the Act. The Partnership's businesses may be conducted under the name of the Partnership or any other name or names deemed advisable by the General Partner, including the name of the General Partner or any Affiliate thereof. The words "Limited Partnership," "L.P." or similar words or letters shall be included in the Partnership's name where necessary for the purposes of complying with the laws of any jurisdiction that so requires.

Section 2.03. Principal Place of Business. The principal place of business of the Partnership shall be located at 110 S.E. 6th Street, 28th Floor, Fort Lauderdale, FL 33301. The General Partner may hereafter change the principal place of business of the Partnership to such other place or places as the General Partner may determine from time to time in its sole discretion. The General Partner shall give notice of any such change to the Limited Partners. The Partnership may maintain such other offices at such other places as the General Partner deems advisable.

Section 2.04. Registered Office. The address of the registered office of the Partnership in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801.

Section 2.05. Registered Agent. The Partnership's registered agent for service of process on the Partnership in the State of Delaware is the Corporation Trust Company.

Section 2.06. Purposes. The purpose and business of the Partnership shall be any businesses which may lawfully be conducted by a limited partnership formed pursuant to the Act, including primarily, but without limitation, integrated solid waste services; the carrying on of any business relating thereto or arising therefrom; and anything incidental or necessary to the foregoing.

Section 2.07. Powers. The Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes and business described herein and for the protection and benefit of the Partnership, and shall have, without limitation, any and all of the powers

that may be exercised on behalf of the Partnership by the General Partner pursuant to Article VIII hereof. The Partnership, and the General Partner on behalf of the Partnership, may enter into and perform any contracts necessary to carry out the business of the Partnership without any further act, vote or approval of any Partner notwithstanding any other provision of this Agreement, the Act or other applicable law, rule or regulation. The General Partner is hereby authorized to enter into the agreements described in the preceding sentence on behalf of the Partnership, but such authorization shall not be deemed a restriction on the power of the General Partner to enter into other agreements on behalf of the Partnership.

Section 2.08. Term. The term of the Partnership commenced on the effective date of this Agreement first set forth above and shall continue until the earlier of (i) thirty (30) years from the date hereof, or (ii) the winding up and liquidation of the Partnership and its business following an event of dissolution as described in Article XIII hereof.

ARTICLE III NAMES AND ADDRESSES OF PARTNERS

Section 3.01. General Partner. The name and mailing address of the General Partner are set forth on Schedule A attached hereto and made a part hereof.

Section 3.02. Limited Partners. The names and addresses of the Limited Partners are set forth on Schedule A attached hereto and made a part hereof. A Person shall be deemed admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner on Schedule A attached hereto. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

ARTICLE IV CAPITAL CONTRIBUTIONS, SALE OF UNITS, AND CAPITAL ACCOUNTS

Section 4.01. General Partner Initial Capital Contributions. The General Partner has contributed in cash to the capital of the Partnership the amount set forth opposite the General Partner's name on Schedule A attached hereto. Such amount constitutes the agreed value of the contribution made by the General Partner.

Section 4.02. Limited Partner Initial Capital Contributions. Each Limited Partner has contributed in cash to the capital of the Partnership the amount set forth opposite the Limited Partner's name on Schedule A attached hereto. Such amount constitutes the agreed value of the contribution made by each Limited Partner.

Section 4.03. Sale of Additional Limited Partner Interests.

(a) The General Partner and the Partnership are hereby authorized to raise additional Partnership capital by offering and selling, or causing to be offered and sold, additional limited partner interests in the Partnership (the "Additional Units") in such amounts and on such terms as the General Partner in its sole discretion may determine. Each Person who subscribes for any of the Additional Units shall be admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner on Schedule A attached hereto. Each such Person shall pay in cash to the Partnership, as its Capital Contribution, the purchase price for such Additional Units upon its subscription therefor.

(b) The General Partner, in its individual capacity, may purchase for cash such number of Additional Units as the General Partner, in its sole discretion, may desire to purchase. Each Additional Unit held by the General Partner shall represent an interest in the Partnership as a Limited Partner that shall include all rights and obligations of a Limited Partner. As the holder of Units the General Partner shall be admitted to the Partnership as a limited partner of the Partnership.

Section 4.04. Additional Capital Contributions.

(a) If the General Partner determines, in its sole discretion, that the Partnership requires additional capital contributions from the Partners, then written notice thereof shall promptly be given to all Partners. Upon the date specified in such notice, which date shall not be less than fifteen (15) days after the date such notice is delivered or mailed, as the case may be, in accordance with Section 16.01 hereof, the Partners shall contribute to the Partnership in cash their pro rata share, based on their respective Capital Contributions, of the total amount of additional capital required by the Partnership.

(b) No Limited Partner shall be required to make any contribution to the capital of the Partnership other than the Capital Contribution required to be made by such Limited Partner pursuant to Sections 4.02, 4.03 or 4.04(a) hereof.

Section 4.05. Capital Accounts.

(a) An individual Capital Account shall be established and maintained for each Partner and each Successor who hereafter owns an interest in the Partnership. The original Capital Account established for any Successor shall be in the same amount as, and shall replace, the Capital Account of the Person whom such Successor succeeds, and, for purposes of this Agreement, such Successor shall be deemed to have made the Capital Contribution of the Person whom such Successor succeeds. To the extent a Successor acquires less than the entire interest in the Partnership of the Person it succeeds, the original Capital Account of

such Successor and its Capital Contribution shall be in proportion to the interest it acquires, and the Capital Account of the Person who retains a partial interest in the Partnership, and the amount of its Capital Contribution, shall be reduced in proportion to the interest it retains.

(b) A separate Capital Account shall be established for each Partner on the books of the Partnership on the date on which such Partner makes its Initial Capital Contribution, as provided in Sections 4.01 and 4.02 hereof. The foregoing provisions and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations and shall be interpreted and applied in a manner consistent with the Treasury Regulations.

Section 4.06. Status of Capital Contributions.

(a) Except as otherwise provided in this Agreement, the amount of a Partner's or a Successor's Capital Contribution may be returned to it, in whole or in part, at any time, but only upon (i) the consent of the General Partner (which consent the General Partner may withhold in its sole discretion), and (ii) the approval of a majority in interest in the capital of the Partnership among all Partners. Any such return of Capital Contribution shall be pro rata to all Partners and Successors in accordance with their then proportionate interests in Partnership capital. Notwithstanding the foregoing, no return of a Partner's or a Successor's Capital Contribution shall be made hereunder if such distribution would not comply with the requirements of Section 17-607 of the Act or other applicable law. Under circumstances requiring a return of any Capital Contribution, no Partner or Successor shall have the right to demand or receive property other than cash except as may be specifically provided in this Agreement.

(b) No Partner or Successor shall receive any interest, salary, or drawing with respect to its Capital Contribution or its Capital Account or for services rendered on behalf of the Partnership or otherwise in its capacity as a Partner or Successor, except as otherwise specifically provided in this Agreement.

(c) Except as provided in the Act or in this Agreement, no Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as provided in the Act or in this Agreement, a Limited Partner shall be liable only to make its Capital Contribution pursuant to Sections 4.02, 4.03 and 4.04(a) hereof and shall not be required to lend any funds to the Partnership and, after its Capital Contribution has been paid pursuant to Sections 4.02, 4.03 and 4.04(a) hereof, to make any additional Capital Contribution to the Partnership. No General Partner shall have any personal liability for the repayment of any Capital Contribution of any Limited Partner.

Section 4.07. Advances. If any Partner or Successor shall advance any funds to the Partnership in excess of its Capital Contribution, the amount of such advance

shall neither increase its Capital Account nor entitle it to any increase in its share of the distributions of the Partnership. The amount of any such advance shall be a debt obligation of the Partnership to such Partner or Successor and shall be repaid to it by the Partnership with such interest and upon such other terms and conditions as shall be mutually determined by such Partner or Successor and the General Partner. Any such advance shall be payable and collectible only out of the Partnership assets, and the Partners shall not be personally obligated to repay any part thereof. No Person who makes any nonrecourse loan to the Partnership shall have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital, or property of the Partnership, other than as a secured creditor.

ARTICLE V ALLOCATIONS

Section 5.01. Profits. Profits for any fiscal year shall be allocated to the Partners in proportion to the Partnership Interests in effect at the end of the fiscal year.

Section 5.02. Losses. Losses for any fiscal year shall be allocated to the Partners in proportion to the Partnership Interests in effect at the end of the fiscal year.

ARTICLE VI DISTRIBUTIONS

Section 6.01. Net Cash Flow. Except as otherwise provided in Article XIII hereof (relating to the dissolution of the Partnership), any distribution of the Net Cash Flow of the Partnership during any fiscal year of the Partnership shall be made to the Partners in shares proportionate to their respective Capital Contributions.

Section 6.02. Distribution Rules.

(a) All distributions pursuant to Section 6.01 hereof shall be at such times and in such amounts as shall be determined by the General Partner, in its sole discretion.

(b) Any distributions made by the Partnership pursuant to Section 6.01 hereof shall be made only in cash.

Section 6.03. Restricted Distributions. Notwithstanding any provision to contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not make a distribution to any Partner on account of its interest in the Partnership if such distribution would violate Section 17-607 of the Act or other applicable law.

**ARTICLE VII
REIMBURSEMENT OF EXPENSES TO GENERAL PARTNER**

Section 7.01. Partnership Expenses. The Partnership shall reimburse the General Partner for all ordinary and reasonably necessary out-of-pocket expenses incurred by the General Partner on behalf of the Partnership.

**ARTICLE VIII
MANAGEMENT**

Section 8.01. Management and Control of the Partnership. The General Partner shall have full, exclusive and complete discretion to manage and control the businesses and affairs of the Partnership, to make all decisions affecting the businesses and affairs of the Partnership and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Partnership as set forth herein. No Limited Partner or assignee, as such, shall have any authority, right or power to bind the Partnership or to manage or control, or to participate in the management or control of, the businesses and affairs of the Partnership in any manner whatsoever.

Section 8.02. Powers of General Partner. Except as otherwise expressly provided herein, the General Partner (acting on behalf of the Partnership), shall have the right, power and authority, in the management of the businesses and affairs of the Partnership, to do or cause to be done any and all acts, at the expense of the Partnership, as the case may be, deemed by the General Partner to be necessary or appropriate to effectuate the businesses, purposes and objectives of the Partnership. The power and authority of the General Partner shall include, without limitation, the power and authority:

- (1) To acquire, own, lease, sublease, manage, finance, hold, deal in, request, re-zoning of, control or dispose of any interest or rights in personal property or real property;
- (2) To negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Partnership;
- (3) To pay, collect, compromise, litigate, arbitrate, or otherwise adjust or settle any and all other claims or demands of or against the Partnership or to hold such proceeds against the payment of contingent liabilities;
- (4) To borrow money or to obtain credit in such amounts, at such rate of interest and upon such other terms and conditions as the General

Partner deems appropriate, recourse or non-recourse, from banks, other lending institutions or any other Person, including the Partners, and pursuant to indentures, loan agreements or any other type of instrument, for any purpose of the Partnership and to secure payment of the principal of any such indebtedness and the interest thereon by mortgage, pledge, conveyance or assignment in trust of or grant security interest in the whole or any part of any or all of the property and assets of the Partnership;

(5) To make, execute, assign, acknowledge and file on behalf of the Partnership any and all documents or instruments of any kind which the General Partner may deem necessary or appropriate in carrying out the purposes and business of the Partnership; and any Person dealing with the General Partner shall not be required to determine or inquire into its authority or power to bind the Partnership or to execute, acknowledge or deliver any and all documents in connection therewith;

(6) To assume obligations, enter into contracts, including contracts of guaranty or suretyship, incur liabilities, lend money and otherwise use the credit of the Partnership, and to secure any and all obligations, contracts or liabilities of the Partnership by mortgage, pledge or other encumbrance of all or any part of the property and income of the Partnership;

(7) To invest funds of the Partnership;

(8) To employ and engage suitable agents, employees, advisors, consultants and counsel (including any custodian, investment advisor, accountant, attorney, corporate fiduciary, bank or other reputable financial institution, or any other agents, employees or Persons who may serve in such capacity for the General Partner or any Affiliate of the General Partner) to carry out any activities that the General Partner is authorized or required to carry out under this Agreement (subject to the supervision and control of the General Partner), including, without limitation, a Person who may be engaged to undertake some or all of the general management, property management, financial accounting and recordkeeping or other duties of the General Partner and to indemnify such Persons against liabilities incurred by them in acting in such capacity as on behalf of the Partnership;

(9) To employ and retain Persons as may be necessary or appropriate for the conduct of the Partnership's businesses (subject to the supervision and control of the General Partner), including employees and agents who may be designated as officers with titles including but not limited to "chairman," "president," "vice president," "treasurer," "secretary," "general manager," "director" and "chief financial officer," as and to the extent authorized by the General Partner;

(10) To register, qualify, list or report, or cause to be registered, qualified, listed or reported, this Agreement, the Units issued in connection herewith or the Partnership pursuant to the Securities Act of 1933, the Exchange Act, any

other securities laws of the United States, the securities laws of any State of the United States, the laws of any other jurisdiction, the laws of any securities exchange or pursuant to an automated quotation system of a registered securities association as the General Partner deems appropriate;

(11) To qualify the Partnership to do business in any state, territory, dependency or foreign country;

(12) To sell or dispose of all or a portion of the Partnership's assets and/or businesses for the benefit of the Partners at the times and on terms determined by the General Partner, in its sole discretion;

(13) To form or cause to be formed, and to own the stock of, one or more corporations, and to form or cause to be formed and to participate in partnerships, joint ventures, limited liability companies, trusts and other entities; and

(14) To possess and exercise any additional rights and powers of a General Partner under the partnership laws of the State of Delaware, including, without limitation, the Act and the Delaware Uniform Partnership Law (and any other applicable laws, to the extent not expressly prohibited by this Agreement).

The expression of any power or authority of the General Partner in this Agreement shall not in any way limit or exclude any other power or authority which is not specifically or expressly set forth in this Agreement. Notwithstanding any of the foregoing, the Partnership shall be operated in such a manner as the General Partner deems reasonable and necessary or appropriate to preserve the limited liability of the Limited Partners.

Section 8.03. Outside Businesses. Any Partner, or Affiliate thereof, may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the businesses of the Partnership, and neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the businesses of the Partnership, shall not be deemed wrongful or improper. No Partner or Affiliate thereof shall be obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership, and any Partner or Affiliate shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

Section 8.04. Relationships with Affiliates. The Partnership may enter into any agreement or contract with the General Partner, any Person who is an Affiliate of the General Partner, any Limited Partner, any Affiliate of a Limited Partner, or any agent of the General Partner or the Partnership without the prior approval of any other Partners, provided that any such agreement or contract shall contain substantially

such terms and conditions as would be contained in a similar agreement or contract entered into by the Partnership as the result of arm's-length negotiations from a comparable unaffiliated disinterested third party.

Section 8.05. Title to Assets of the Partnership. Title to assets of the Partnership, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such assets of the Partnership or any portion thereof. Title to any or all of the assets of the Partnership may be held in the name of the Partnership, the General Partner or in the name of one or more nominees, as the General Partner may determine. The General Partner declares and warrants that any assets of the Partnership for which legal title is held in the name of the General Partner shall be held in trust by the General Partner for the use and benefit of the Partnership in accordance with the terms and provisions of this Agreement. All assets of the Partnership shall be recorded as the property of the Partnership on its books and records, irrespective of the name in which legal title to such assets of the Partnership is held.

Section 8.06. Purchase or Sale of Units. The General Partner may, on behalf of and for the account of the Partnership, purchase or otherwise acquire Units and, following any such purchase or acquisition, may sell or otherwise dispose of any such Units in accordance with applicable law.

Section 8.07. Resolution of Conflicts of Interest.

(a) Unless otherwise expressly provided herein, (i) whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, or a Limited Partner on the other hand, or (ii) whenever this Agreement or any other agreement contemplated herein or therein provides that the General Partner shall act in a manner which is, or provides terms which are, fair and reasonable to the Partnership, or any Limited Partner, the General Partner shall resolve such conflict of interest, taking such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the General Partner, the resolution, action or terms so made, taken or provided by the General Partner shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of the General Partner at law or in equity or otherwise.

(b) Whenever in this Agreement the General Partner is permitted or required to make a decision (i) in its "sole discretion" or "discretion" or under a grant of similar authority or latitude, the General Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the

Partnership or the Limited Partners, or (ii) in its "good faith" or under another expressed standard, the General Partner shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein or by relevant provisions of law or in equity or otherwise.

Section 8.08. Merger. The Partnership may merge with, or consolidate into, another business entity (as defined in Section 17-211(a) of the Act) upon the approval by the General Partner and a Majority Vote of the Limited Partners. In accordance with Section 17-211 of the Act (including Section 17-211(g) of the Act), notwithstanding anything to the contrary contained in this Agreement, an agreement of merger or consolidation approved by the General Partner and a Majority Vote of the Limited Partners, may (A) effect any amendment to this Agreement, or (B) effect the adoption of a new partnership agreement for the Partnership if it is the surviving or resulting limited partnership of the merger or consolidation. Any amendment to this Agreement or adoption of a new partnership agreement made pursuant to the foregoing sentence shall be effective at the effective time or date of the merger or consolidation. For purposes of any vote required by the Limited Partners in connection with any merger or consolidation, the Limited Partners shall be treated for purposes of voting as a single class of limited partners. The provisions of Section 8.08 hereof shall not be construed to limit the accomplishment of a merger or of any of the matters referred to herein by any other means otherwise permitted by law.

ARTICLE IX LIMITED PARTNERS

Section 9.01. Liability of Limited Partners. Except as otherwise expressly required by law, a Limited Partner, in its capacity as such, shall have no liability in excess of (i) the amount of its Capital Contribution, (ii) its share of any undistributed profits and assets of the Partnership, (iii) its obligation to make other payments expressly provided for in this Agreement, and (iv) the amount of any distributions wrongfully distributed to it. It is the intent of the parties hereto that no distribution to any Limited Partner shall be deemed a return of any money or other property in violation of the Act. The payment of any such money or distribution of any such property to a Limited Partner shall be deemed to be a compromise within the meaning of Section 17-502(b) of the Act, and the Limited Partner receiving any such money or property shall not be required to return any such money or property to any Person, the Partnership or any creditor of the Partnership. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Limited Partner is obligated to return such money or property, such obligation shall be the obligation of such Limited Partner and not of the General Partner.

Section 9.02. No Management by Limited Partners. No Limited Partner, in its capacity as such, shall take part in the day-to-day management, operation or control of the business and affairs at the Partnership. The Limited Partner shall not have any right, power, or authority to transact any business in the name of the Partnership or to

act for or on behalf of or to bind the Partnership. A Limited Partner shall have no rights other than those specifically provided herein or granted by law.

Section 9.03. Employees, Agents or Officers of the Partnership or a General Partner. A Limited Partner, or an employee, agent, director or officer of a Limited Partner, may also be an employee, agent, director or officer of the Partnership or a General Partner. The existence of these relationships and acting in such capacities will not result in a Limited Partner being deemed to be participating in the control of the business of the Partnership or otherwise affect the liability of the Limited Partner or the Person so acting.

**ARTICLE X
BOOKS, RECORDS, AND FINANCIAL STATEMENTS**

Section 10.01. Records and Access to Records. At all times during the continuation of the Partnership, the General Partner shall keep or cause to be kept full and true books of account maintained in accordance with generally accepted accounting principles consistently applied in which shall be entered fully and accurately each transaction of the Partnership. Such books of account, together with a copy of this Agreement and of the Certificate of Limited Partnership, shall at all times be maintained at the principal place of business of the Partnership and shall be open to inspection and examination at reasonable times by all Partners and their duly authorized representatives for any purpose reasonably related to such Partner's interest as a partner in the Partnership. The books of account and the records of the Partnership shall be examined by and reported upon as of the end of each fiscal year of the Partnership by a firm of independent certified public accountants of national reputation selected by the General Partner.

Section 10.02. Confidentiality Provisions and Limitations on Access. Notwithstanding any other provision of this Agreement, the General Partner may, to the maximum extent permitted by applicable law, keep confidential from the Limited Partners any information the disclosure of which the General Partner reasonably believes is not in the best interest of the Partnership or is adverse to the interests of the Partnership or which the Partnership or the General Partner is required by law or by an agreement with any Person to keep confidential.

Section 10.03. Reports to Partners.

(a) The General Partner shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Partnership and the following documents that shall be transmitted to each Partner at the times hereinafter set forth:

(1) Within three (3) months after the close of each fiscal year of the Partnership, the following financial statements, examined by and certified to by the independent certified public accountants referred to in Section 10.01 hereof:

- (i) Balance sheet of the Partnership as of the beginning and close of such year;
- (ii) Statement of Partnership Profits and Losses for such year; and
- (iii) Statement of such Partner's Capital Account as of the close of such year, and changes therein during such year.

(2) Within three (3) months after the close of each fiscal year of the Partnership, the following documents:

- (i) A statement indicating such Partner's share of each item of Partnership income, gain, loss, deduction, or credit for such year for income-tax purposes; and
- (ii) A copy of each income-tax return, federal or state, filed by the Partnership for such year.

(b) All information contained in any statement or other document distributed to any Partner pursuant to Section 10.03 hereof shall be deemed accurate, binding, and conclusive with respect to such Partner unless written disapproval is made thereto by such Partner to the Partnership within twenty (20) days after the receipt of such statement or other document by such Partner.

Section 10.04. Bank or Brokerage Accounts. All funds of the Partnership shall be deposited in the Partnership name in such bank or brokerage account or accounts as shall be designated by the General Partner. Withdrawals from any such bank or brokerage account or accounts shall be made upon such signature or signatures as the General Partner may designate.

Section 10.05. Right to Make Section 754 Election. The General Partner may, in its sole discretion, make or revoke, on behalf of the Partnership, an election in accordance with Section 754 of the Code, so as to adjust the basis of Partnership property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a transfer of a Partnership interest within the meaning of Section 743 of the Code. Each of the Partners shall, upon request of the General Partner, supply the information necessary to give effect to such an election.

Section 10.06. Tax Matters Partner.

(a) The General Partner is hereby designated as the "Tax Matters Partner" of the Partnership within the meaning of Section 6231(a)(7) of the Code and shall have the power to manage and control, on behalf of the Partnership, any

administrative proceeding at the Partnership level with the Internal Revenue Service relating to the determination of any item of Partnership income, gain, loss, deduction, or credit for federal income-tax purposes.

(b) The Tax Matters Partner shall comply with all statutory provisions of the Code applicable to a "tax matters partner" and shall, without limitation, within thirty (30) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Partnership level relating to the determination of any Partnership item of income, gain, loss, deduction, or credit, mail a copy of such notice to each Partner.

ARTICLE XI
ASSIGNABILITY; ADMISSION AND WITHDRAWAL OF PARTNERS

Section 11.01. Assignability of a General Partner's Interest in the Partnership. A General Partner may not sell, transfer, assign, pledge, encumber, mortgage, or otherwise hypothecate (hereinafter in this Article XI hereof collectively referred to as "assign" or "assignment") the whole or any part of its interest as a General Partner in the Partnership without the prior Majority Vote of the Limited Partners. An assignee of all or part of the interest of a General Partner in the Partnership shall be admitted to the Partnership as a general partner of the Partnership only if a Majority Vote of the Limited Partners approves in writing the admission of such assignee as an additional or successor General Partner. If such vote is obtained, the admission shall be effective upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that such Person has been admitted to the Partnership as a general partner of the Partnership, and shall occur, and for all purposes shall be deemed to have occurred, immediately prior to the time the assignor ceases to be a general partner of the Partnership. Upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that a General Partner is no longer a general partner of the Partnership, such General Partner shall at that time cease to be a general partner of the Partnership.

Section 11.02. Assignability of a Limited Partner's Interest in the Partnership. No Limited Partner may assign the whole or any part of its interest in the Partnership without the prior written consent of the General Partner, which consent shall not be unreasonably withheld (taking into account the best interests of the Partnership). If the prior written consent of the General Partner is obtained for any such assignment, such assignment shall, nevertheless, not entitle the assignee to become a Substituted Limited Partner or to be entitled to exercise or receive any of the rights, powers or benefits of a Limited Partner other than the right to receive distributions to which the assigning Limited Partner would be entitled, unless the assigning Limited Partner designates, in a written instrument delivered to the General Partner, its assignee to become a Substituted Limited Partner and the General Partner, in its sole discretion, consents to the admission of such assignee as a Limited Partner; and provided further, that such assignee shall not become a Substituted Limited Partner

without having first executed an instrument reasonably satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement, including a counterpart signature page to this Agreement, and without having paid to the Partnership a fee sufficient to cover all reasonable expenses of the Partnership in connection with its admission as a Substituted Limited Partner.

Section 11.03. Recognition of Assignment by Partnership. No assignment, or any part thereof, that is in violation of Article XI hereof shall be valid or effective, and neither the Partnership nor the General Partner shall recognize the same for the purpose of making distributions of Partnership Net Cash Flow pursuant to Section 6.01 hereof with respect to such Partnership interest, or part thereof. Neither the Partnership nor the General Partner shall incur any liability as a result of refusing to make any such distributions to the transferee of any such invalid assignment.

Section 11.04. Effective Date of Assignment. Any valid assignment of a Limited Partner's interest in the Partnership, or part thereof, pursuant to the foregoing provisions of Section 11.02 hereof shall be effective as of the close of business on the last day of the calendar month in which the General Partner gives its written consent to such assignment (or the last day of the calendar month in which such assignment occurs, if later). The Partnership shall, from the effective date of such assignment, thereafter pay all further distributions of Net Cash Flow, on account of the Partnership interest (or part thereof) so assigned, to the assignee of such interest, or part thereof. As between any Partner and its assignee, Profits and Losses for the fiscal year of the Partnership in which such assignment occurs shall be apportioned for federal income-tax purposes in accordance with any manner permitted under Section 706(d) of the Code as such Partner and its assignee may agree to.

Section 11.05. Death, Incompetency, Bankruptcy, or Dissolution of a Limited Partner. The death, incompetency, Bankruptcy, dissolution or other cessation to exist as a legal entity of a Limited Partner shall not, in and of itself, dissolve the Partnership. In any such event, the legal representative or successor of such Limited Partner may exercise all of the rights of such Limited Partner for the purpose of settling its estate or administering its property, subject to the terms and conditions of this Agreement, including any power of an assignee to become a Limited Partner.

Section 11.06. Withdrawal from the Partnership. Except as provided in this Agreement, a General Partner or a Limited Partner may not withdraw as a general partner of the Partnership or as a limited partner of the Partnership, as the case may be.

Section 11.07. Removal of General Partner. A General Partner may be removed as a general partner of the Partnership with or without cause upon (i) the approval of the Limited Partners having, in the aggregate, not less than eighty percent (80%) of the Outstanding Units, and (ii) the election by such Limited Partners of a successor General Partner. Upon any such election, all Partners shall be bound

thereby and shall be deemed to have approved thereof. Such successor General Partner shall be deemed admitted to the Partnership immediately prior to the removal of the predecessor General Partner and shall continue the Partnership without dissolution. A successor General Partner shall be admitted as a general partner of the Partnership upon the filing of an amendment to the Certificate of Limited Partnership with the Secretary of State of the State of Delaware which indicates that the successor General Partner has been admitted as a general partner of the Partnership and that the removed General Partner is no longer a general partner of the Partnership.

**ARTICLE XII
EXCULPATION AND INDEMNIFICATION OF
THE GENERAL PARTNER AND OTHER INDEMNIFIED PERSONS**

Section 12.01. Exculpatory Provisions.

(a) Notwithstanding any other terms of this Agreement, whether express or implied, or obligation or duty at law or in equity, neither the General Partner, its Affiliates, nor any of their respective officers, directors, shareholders, partners, employees, representatives or agents nor any officer, employee, representative or agent of the Partnership and its Affiliates (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Partnership or any Partner for any act or omission (in relation to the Partnership, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by a Covered Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Partnership and is within the scope of authority granted to such Covered Person by this Agreement, provided that such act or omission does not constitute Disabling Conduct.

(b) A Covered Person may rely and shall incur no liability in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature or writing reasonably believed by it to be genuine, and may rely on a certificate signed by an officer of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge and may rely on an opinion of counsel selected by such Covered Person with respect to legal matters unless such Covered Person acts in bad faith.

Section 12.02. Indemnification of General Partner and Other Indemnified Persons.

(a) To the fullest extent permitted by law, the Partnership shall indemnify and hold harmless the General Partner, its Affiliates and all directors, officers, shareholders, partners, employees, representatives and agents of the General Partner and its Affiliates and all officers, employees, representatives and

agents of the Partnership and its Affiliates (individually, an “Indemnified Person” and collectively, the “Indemnified Persons”) from and against any and all losses, claims, demands, liabilities, expenses (including all fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management or the affairs of the Partnership, or the General Partner or its status as a General Partner, an Affiliate thereof, or partner, director, officer, stockholder, employee, representative or agent thereof or of the Partnership or a Person serving at the request of the Partnership, the General Partner or any Affiliate thereof in another entity in a similar capacity, which relates to or arises out of the Partnership, its property, its businesses or affairs, and regardless of whether the liability or expense accrued at or relates to, in whole or in part, any time before, on or after the date hereof. The negative disposition of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnified Person acted in a manner contrary to the standard set forth in Section 12.02(b) hereof. Any indemnification pursuant to Section 12.02 hereof shall be made only out of the assets of the Partnership.

(b) An Indemnified Person shall not be entitled to indemnification under Section 12.02 hereof with respect to any claim, issue or matter in which it has engaged in Disabling Conduct; provided, however, that a court of competent jurisdiction, may determine upon application that, despite such Disabling Conduct, in view of all the circumstances of the case, the Indemnified Person is fairly and reasonably entitled to indemnification for such liabilities and expenses as the court may deem proper.

(c) To the fullest extent permitted by law, expenses (including legal fees) incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified as authorized in Section 12.02 hereof.

(d) The indemnification provided by Section 12.02 hereof shall be in addition to any other rights to which an Indemnified Person may be entitled under any agreement, by law or vote of the Partners as a matter of law or otherwise, both as to action in the Indemnified Person’s capacity as the General Partner, an Affiliate thereof or a partner, director, officer, stockholder, partner, representative, employee or agent thereof, or an officer, employee, representative or agent of the Partnership or an Affiliate thereof and, as to action in any other capacity, shall continue as to an Indemnified Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of an Indemnified Person.

(e) The General Partner and the Partnership may purchase and maintain insurance, to the extent and in such amounts as the General Partner shall, in its sole discretion, deem reasonable, on behalf of Indemnified Persons and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by such Person in connection with activities of the Partnership or such indemnities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement. The General Partner and the Partnership may enter into indemnity contracts with Indemnified Persons and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 12.02 hereof and containing such other procedures regarding indemnification as are appropriate.

(f) In no event may any Indemnified Person subject the Limited Partners to personal liability by reason of any indemnification of an Indemnified Person under this Agreement or otherwise.

(g) An Indemnified Person shall not be denied indemnification in whole or in part under Section 12.02 hereof because the Indemnified Person had an interest in the transaction with respect to which the indemnification applies if the transaction is otherwise permitted by the terms of this Agreement.

(h) The provisions of Section 12.02 hereof are for the benefit of the Indemnified Persons and their heirs, successors, assigns, administrators and personal representatives and shall not be deemed to be for the benefit of any other Persons. The provisions of Section 12.02 hereof shall not be amended in any way that would adversely affect the Indemnified Person without the consent of the Indemnified Person.

Section 12.03. Duties of a General Partner and Others Controlling a General Partner. To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, the General Partner and any other Indemnified Person acting in connection with the Partnership's businesses or affairs, shall not be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of an Indemnified Person otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of such Indemnified Person.

ARTICLE XIII DISSOLUTION AND TERMINATION

Section 13.01. No Dissolution. The Partnership shall not be dissolved by the admission of additional Limited Partners or Substituted Limited Partners or by the

admission of additional General Partners or successor General Partners in accordance with the terms of this Agreement.

Section 13.02. Events Causing Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) The expiration of the term of the Partnership, as provided in Section 2.08 hereof;

(b) The withdrawal, removal or Bankruptcy of the General Partner or assignment by the General Partner of its entire interest in the Partnership when the assignee is not admitted to the Partnership as an additional or successor General Partner in accordance with Section 11.01 hereof, or the occurrence of any other event that results in the General Partner ceasing to be a general partner of the Partnership under the Act, provided, the Partnership shall not be dissolved and required to be wound up in connection with any of the events specified in this clause (b) if (i) at the time of the occurrence of such event there is at least one (1) remaining general partner of the Partnership who is hereby authorized to and does carry on the business of the Partnership, or (ii) within ninety (90) days after the occurrence of such event, all remaining Partners agree in writing to continue the businesses of the Partnership and to the appointment, effective as of the date of such event, if required, of one (1) or more additional general partners of the Partnership;

(c) A written determination by the General Partner to dissolve the Partnership;

(d) The affirmative vote of holders of seventy-five percent (75%) or more of the Outstanding Units to dissolve the Partnership;

(e) The sale by the Partnership of all or substantially all of the Partnership's assets; or

(f) The entry of a decree of judicial dissolution under Section 17-802 of the Act.

Section 13.03. Notice of Dissolution. Upon the dissolution of the Partnership, the General Partner or the Liquidating Trustee, as the case may be, shall promptly notify the Partners of such dissolution.

Section 13.04. Liquidation. Upon dissolution of the Partnership, the General Partner, or, in the event that the dissolution is caused by an event described in Section 13.02(b) hereof and there is no other General Partner, a Person or Persons who may be approved by a Majority Vote as the Liquidating Trustee, shall immediately commence to wind up the Partnership's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the

Partnership and the discharge of liabilities to creditors so as to enable the Partners to minimize the normal losses attendant upon a liquidation. The Partners shall continue to share Profits and Losses during liquidation in the same proportions as specified in Article V hereof as before liquidation. Each Partner shall be furnished with a statement prepared by the Partnership's certified public accountant that shall set forth the assets and liabilities of the Partnership as of the date of dissolution. The proceeds of liquidation shall be distributed, as realized, in the following order and priority:

(a) To creditors of the Partnership, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Partnership (whether by payment or the making of reasonable provision for payment thereof); and

(b) To distribute to the Partners the remaining proceeds of liquidation in accordance with the Capital Account balances of the Partners.

Section 13.05. Methods Of Liquidation. The Partnership may be liquidated by either:

(a) Selling the Partnership assets and distributing the net proceeds therefrom in the manner provided in Section 13.04 hereof. Any net gain or loss realized by the Partnership on the sale or other disposition of Partnership assets in the process of the liquidation of the Partnership shall be allocated to the Partners in the ratios specified for allocating Profits or Losses in Article V hereof; or

(b) Subject to the order of priority set forth in Section 13.04 hereof, distributing the Partnership assets proportionately to the Partners in kind with each Partner accepting an undivided interest in the Partnership assets, subject to Partnership liabilities, in satisfaction of its proportionate interests in the Partnership.

Section 13.06. Termination of Partnership. The Partnership shall terminate when all of the assets of the Partnership, after payment of or due provision for all debts, liabilities and obligations of the Partnership, shall have been distributed to the Partners in the manner provided for in Article XIII hereof, and the Certificate of Limited Partnership shall have been canceled in the manner required by the Act.

ARTICLE XIV ARBITRATION

Section 14.01. Dispute Resolution. To the fullest extent permitted by the Act and other applicable law, any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in accordance and to the extent permitted by the Uniform Arbitration Act (10 Del.C. Section 5701, et seq.) (the "Delaware Arbitration Act") and, to the extent not inconsistent therewith, the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), as amended and in effect on the date that demand for arbitration is filed with the AAA.

The parties hereto agree that any such controversy shall be submitted to three (3) arbitrators. Each party shall select one (1) arbitrator. The two (2) arbitrators selected shall then choose a third arbitrator. The arbitrator's ruling shall be binding and conclusive upon the parties hereto to the fullest extent permitted by law. Any arbitration shall occur in Wilmington, Delaware, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrators shall be governed by and shall apply the substantive law of the State of Delaware in making their award and their ruling shall be binding and conclusive upon the parties hereto. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its or its own experts, evidence, and legal counsel.

**ARTICLE XV
POWER OF ATTORNEY**

Section 15.01. Appointment of General Partner. Each Limited Partner hereby irrevocably constitutes and appoints the General Partner and any Liquidating Trustee as its true and lawful attorney-in-fact, in its name, place, and stead, to make, execute, acknowledge, and file the following documents, to the extent consistent with the other provisions of this Agreement:

(a) This Agreement, and, to the extent required by law, the Certificate of Limited Partnership;

(b) Any fictitious or assumed-name certificates required to be filed on behalf of the Partnership;

(c) Any application or registration to do business in any State other than, or in addition to, the State of Delaware;

(d) Deeds, notes, mortgages, pledges, security instruments of any kind and nature, leases, and such other instruments as may be necessary to carry on the business of the Partnership; provided that no such instrument shall increase the personal liability of the Limited Partners;

(e) All certificates and other instruments that the General Partner deems appropriate or necessary to form and qualify, or continue the qualification of, the Partnership as a limited partnership in the State of Delaware and all jurisdictions in which the Partnership may intend to conduct businesses or own property;

(f) Any duly adopted amendment to or restatement of this Agreement or the Certificate of Limited Partnership;

(g) All conveyances and other instruments or documents that the General Partner deems appropriate or necessary to effect or reflect the dissolution, liquidation and termination of the Partnership pursuant to the terms of this Agreement (including a certificate of cancellation);

(h) Any and all financing statements, continuation statements, mortgages or other documents necessary to grant to or perfect for secured creditors of the Partnership, including the General Partner and its Affiliates, a security interest, mortgage, pledge or lien on all or any of the assets of the Partnership; and

(i) All other instruments as the attorneys-in-fact or any of them may deem necessary or advisable to carry out fully the provisions of this Agreement in accordance with its terms.

Section 15.02. Power Coupled with Interest. It is expressly intended by each Limited Partner that the power of attorney granted by Section 15.01 hereof is coupled with an interest, shall be irrevocable, and shall survive and not be affected by the subsequent disability or incapacity of such Limited Partner (or if such Limited Partner is a corporation, partnership, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof).

**ARTICLE XVI
MISCELLANEOUS**

Section 16.01. Notices. All notices provided for in this Agreement shall be in writing and shall be personally delivered, or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmittal by telegram, telefax or telecopier, as follows:

(a) If given to the Partnership, in care of the General Partner at its mailing address set forth on Schedule A attached hereto;

(b) If given to a General Partner, at its mailing address set forth on Schedule A attached hereto; or

(c) If given to any Limited Partner, at the address set forth opposite its name on Schedule A attached hereto, or at such other address as such Limited Partner may hereafter designate by written notice to the Partnership.

Each notice, demand, request or communication that shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently given, served, sent or received for all purposes when delivered in person or when sent to a Person at the address on Schedule A attached hereto by first-class mail or by other means of written communication.

Section 16.02. Amendments.

(a) Except as provided in (b) of Section 16.02 hereof, no amendment to this Agreement shall be effective or binding upon the parties hereto

without the written consent of the General Partner and a Majority Vote; provided, however, that any modification or amendment that would: (i) increase the amount of the capital contributions to be made by any Partner, (ii) increase the liability of the Limited Partners, or (iii) materially adversely affect the rights of the Limited Partners under this Agreement shall require the consent of the General Partner and each Limited Partner. Upon receipt of a written proposal executed by the Limited Partners having, in the aggregate, seventy-five percent (75%) or more of the interests in the capital of the Partnership of all the Limited Partners for the adoption of an amendment of this Agreement, or should the General Partner desire to propose such an amendment, the General Partner shall adopt and implement a plan whereby the Limited Partners may vote for or against the adoption of such an amendment.

(b) Notwithstanding anything herein to the contrary, the General Partner may amend this Partnership Agreement without the consent of any Limited Partner:

- (1) to reflect the addition or substitution of Limited Partners (made in accordance with the terms hereof) or the reduction of the Capital Accounts upon the return of capital to Limited Partners;
- (2) to add to the representations, duties or obligations of the General Partner or surrender any right or power granted to the General Partner herein, for the benefit of the Limited Partners;
- (3) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to add any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of the Agreement;
- (4) to delete or add any provision from or to this Agreement requested to be so deleted or added by a state regulatory agency, the deletion or addition of which provision is deemed by such regulatory agency to be for the benefit or protection of the Limited Partners; and
- (5) to modify any provision of this Agreement, if, in the opinion of counsel to the Partnership and the General Partner, such modification is necessary to prevent the Partnership from being treated for tax purposes as an association taxable as a corporation, rather than being taxable as a partnership, to prevent the Partnership from being treated as a "publicly traded partnership" as defined in the Code.

Section 16.03. Fiscal Year. The fiscal year of the Partnership shall end on December 31st of each year.

Section 16.04. Securities Act Investment Covenant. Each Partner represents and warrants that it is acquiring its interest in the Partnership for its own account, and not with a view to resale or distribution thereof within the meaning of the Securities

Act of 1933, as amended, and that no such interest will be sold, transferred, hypothecated, or assigned by it in contravention of the Securities Act of 1933, as amended, or any state Blue Sky or securities statute.

Section 16.05. Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 16.06. Headings. The headings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 16.07. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.08. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the parties and, to the extent permitted by this Agreement, their successors, legal representatives, and assigns.

Section 16.09. Interpretation. Throughout this Agreement and any amendment hereto, nouns, pronouns, and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to "Articles", "Sections" and paragraphs shall refer to corresponding provisions of this Agreement.

Section 16.10. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 16.11. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Partners had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 16.12. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

GENERAL PARTNER:
REPUBLIC WASTE SERVICES OF TEXAS GP, INC.,
a Delaware Corporation

By: /s/ David A. Barclay
Name: David A. Barclay
Title: V.P./Secretary

INITIAL LIMITED PARTNER:
REPUBLIC WASTE SERVICES OF TEXAS LP, INC.,
a Delaware corporation

By: /s/ David A. Barclay
Name: David A. Barclay
Title: V.P./Secretary

**SCHEDULE A
TO
AGREEMENT
OF
LIMITED PARTNERSHIP
OF
RWS TRANSPORT, L.P.**

The name and mailing address of the General Partner and the amount of the cash contribution to the capital of the Partnership paid by such General Partner for its general partner interest in the Partnership are as follows:

Name and Mailing Address of General Partner	Number of Units	Cash Contribution
Republic Waste Services of Texas GP, Inc. 110 SE 6 th Street, 28 th Floor Fort Lauderdale, Florida 33301	.05	\$5.00

The name and mailing address of each Limited Partner of the Partnership, as well as the number of Units purchased by such Limited Partner and the amount of the cash contribution to the capital of the Partnership paid by such Limited Partner for such Units, are as follows:

Name and Mailing Address of Limited Partner	Number of Units	Cash Contribution
Republic Waste Services of Texas LP, Inc. 300 Raemisch Road Wannakee, WI 53597	99.5	\$995.00

ARTICLES OF INCORPORATION
OF
"S & S RECYCLING, INC."

-1-

The name of the corporation is "S & S RECYCLING, INC."

-2-

The address of the initial registered office of the corporation is 110 Main Street, Post Office Box 250, Byron, Georgia 31008, and the initial registered agent of the corporation at such address is LAWRENCE C. COLLINS.

-3-

The corporation shall have authority to issue one million shares of stock.

-4-

The name and address of the incorporator is: LAWRENCE C. COLLINS, 11C Main Street, Post Office Box 250, Byron, Georgia 31008.

-5-

The mailing address of the initial principal office of the corporation is 110 Main Street, Post Office Box 250, Byron, Georgia 31008.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ Lawrence C. Collins (L.S.)
Lawrence C. Collins

AMENDED AND RESTATED BYLAWS
OF
S&S RECYCLING, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/14/2000
001627709 - 3330085

CERTIFICATE OF FORMATION
OF
S LEASING COMPANY, LLC

1. Name. The name of the limited liability company is S Leasing Company, LLC.
2. Registered Office and Agent. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.
3. Authorized Person. The name and address of the authorized person is Richard B. Goldstein, Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, New York 10004.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of S Leasing Company, LLC this 14th day of December, 2000.

/s/ Richard B. Goldstein
Richard B. Goldstein
Authorized Person

**CERTIFICATE OF AMENDMENT
OF
S LEASING COMPANY, LLC**

1. The name of the limited liability company is S Leasing Company, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of S Leasing Company, LLC this 15th day of February, 2001.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation, Sole Member

By: /s/ Steven M. Helm
Steven M. Helm
Vice President, Legal

*STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 03/01/2001
010104721 - 3330085*

Admission of Substituted Member

Reference is made to the Limited Liability Company Agreement of S Leasing Company, LLC, a Delaware limited liability company, dated as of April 30, 2001 (the "Agreement"), by and among American Ref-Fuel Company of Southeastern Connecticut, a Connecticut general partnership ("Transferor Member") and Allied Waste North America, Inc., a Delaware corporation (the "Manager"). On the date hereof, Transferor Member transferred its interest (as defined in the Agreement) in S Leasing Company, LLC to BFI Energy Systems of Southeastern Connecticut, Inc., a Delaware corporation and to BFI Energy Systems of Southeastern Connecticut L.P., a Delaware limited partnership (each the "Transferee"). Terms not defined herein shall have the meaning given such terms in the Agreement.

Pursuant to Section 10.6 of the Agreement, the Manager hereby consents to the admission of each Transferee to S Leasing Company, LLC and confirms that all requirements set forth in the Agreement for the admission of this substituted member have been complied with or otherwise waived.

The Transferee hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Transferor Member with respect to the Transferred Interest (as defined in the Agreement) set forth therein.

Dated: April 30, 2002

BFI ENERGY SYSTEMS OF SOUTHEASTERN
CONNECTICUT, INC.

By: /s/ Dale L. Parker
Name: **DALE L. PARKER**
Title: **VICE PRESIDENT**

BFI ENERGY SYSTEMS OF SOUTHEASTERN
CONNECTICUT, L.P.

By: /s/ Dale L. Parker
Name: **DALE L. PARKER**
Title: **VICE PRESIDENT**

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Thomas P. Martin
Name: **THOMAS P. MARTIN**
Title: **TREASURER**

LIMITED LIABILITY COMPANY AGREEMENT

OF

S LEASING COMPANY, LLC

By and Among

AMERICAN REF-FUEL COMPANY
OF SOUTHEASTERN CONNECTICUT

and

ALLIED WASTE NORTH AMERICA, INC.

as Members,

and Managers

THE INTERESTS (AS DEFINED HEREIN) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER THE INTERESTS NOR ANY BENEFICIAL INTEREST THEREIN MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED (OTHER THAN AS A RESULT OF EXERCISE OF THE PUT OPTION OR THE CALL OPTION (AS DEFINED HEREIN)) EXCEPT UPON DELIVERY TO THE COMPANY OF A TRANSFEROR CERTIFICATE AND A TRANSFEREE CERTIFICATE AS HEREIN PROVIDED AND AS PERMITTED BY THE FOLLOWING SENTENCES. EACH MEMBER (AS DEFINED HEREIN), BY ITS EXECUTION OF THIS AGREEMENT (AS DEFINED HEREIN), REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER ITS INTEREST EXCEPT (A) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE AND, IF REQUESTED BY THE COMPANY, UPON DELIVERY OF AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY); (B) TO THE COMPANY OR ITS AFFILIATES; OR (C) PURSUANT TO THE EXERCISE OF THE PUT OPTION OR THE CALL OPTION, AS THE CASE MAY BE, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.

LIMITED LIABILITY COMPANY AGREEMENT

OF

S LEASING COMPANY, LLC

This LIMITED LIABILITY COMPANY AGREEMENT of S Leasing Company, LLC is entered into and shall be effective as of April 30, 2001, by and among American Ref-Fuel Company of; Southeastern Connecticut, a Connecticut general partnership (the "**Ref-Fuel Company**") and Allied Waste North America, Inc., a Delaware company ("**AWP**"), each of which has executed this Agreement as a Member and as the Manager and the Special Purpose Manager, respectively, on the following terms and conditions:

ARTICLE I

THE COMPANY

1.1 Formation.

The Company has been formed on December 14, 2000, upon the filing of the Certificate with the Secretary of State of the State of Delaware. The rights and liabilities of the Members and Managers shall be as provided under the Act, the Certificate and this Agreement.

1.2 Name.

The name of the Company is "**S Leasing Company, LLC**" and all business of the Company shall be conducted in such name. The Manager may change the name of the Company upon ten (10) Business Days notice to the Members; provided that the name of the Company shall not include or be substantially similar to the name of any Member or any Affiliate of any Member.

1.3 Purposes; Powers.

(a) The purposes of the Company are limited solely (i) to acquiring, owning, leasing, managing, conserving, maintaining, protecting, servicing and selling, transferring, pledging or hypothecating or otherwise dispose of investments in Garbage Trucks and Other Assets which, when held by the Company shall be held by the Company solely for lease to third parties, and (ii) to engaging in activities incidental to the purposes set forth in clause (i).

(b) In connection with Section 1.3(a)(i), the Company will enter into binding commitments to purchase assets consistent with the dollar amounts and in service dates shown in Exhibit B.

(c) The Company has the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purposes of the Company set forth in Section 1.3(a) and has, without limitation, any and all powers that may be exercised on behalf of the Company by any Manager pursuant to Article V hereof.

1.4 Principal Place of Business.

The principal place of business of the Company is at 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260. The Manager may change the principal place of business of the Company to any other place upon ten (10) Business Days notice to the Members. The registered office of the Company in the State of Delaware initially is located at Corporation Service Company, 2711 Centerville Road, Wilmington, New Castle County, Delaware 19808.

1.5 Term.

The term of the Company commenced on the date the Certificate is filed in the office of the Secretary of State of the State of Delaware in accordance with the Act and shall continue until the winding up and liquidation of the Company and its business are completed following a Dissolution Event, as provided in Article XII.

1.6 Filings; Agent for Service of Process.

(a) The Certificate of the Company has been filed in the office of the Secretary of State of the State of Delaware in accordance with the Act. The Manager shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of Delaware, including the preparation and filing of such amendments to the Certificate and such other assumed name certificates, documents, instruments and publications as may be required by law, including, without limitation, action to reflect a correction of false or erroneous statements in the Certificate or the desire of the Members to make a change in any statement therein in order that it shall accurately represent the agreement among the Members.

(b) The Members and the Manager shall execute and cause to be filed original or amended certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other jurisdictions in which the Company engages in business.

(c) The registered agent for service of process on the Company in the State of Delaware shall be Corporation Service Company, 2711 Centerville Road, Wilmington, New Castle County, Delaware 19808 or any successor as appointed by the Manager.

(d) Upon the dissolution and completion of the winding up and liquidation of the Company in accordance with Article XII, the Manager shall promptly execute and cause to be filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Manager deems such filing necessary or advisable.

1.7 Title to Properties.

All Properties owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such Properties in its individual name, and each Member's interest in the Company shall be personal property for all purposes. At all times after the Effective Date, the Company shall hold title to all of its Properties in the name of the Company and not in the name of any Member.

1.8 Payments of Individual Obligations.

The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be Transferred or encumbered for or in payment of any individual obligation of any Member.

1.9 Independent Activities; Transactions with Affiliates.

(a) The Manager shall be required to devote such time to the affairs of the Company as may be necessary to manage and operate the Company, and the Manager and the Special Purpose Manager shall be free to serve any other Person or enterprise in any capacity whether or not any such activity may be competitive or in conflict with the interests of the Company.

(b) Each Member acknowledges that each Manager, each Member and the Affiliates of each of them are free to engage or invest in an unlimited number of activities or businesses, any one or more of which may be related to the activities or businesses of the Company or competitive or in conflict with the interests of the Company, without having or incurring any obligation to offer any interest in such activities or businesses to the Company or any Member, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member or Manager or their Affiliates from engaging in such activities, or require any Member or Manager to permit the Company or any Manager or Member or its Affiliates to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

(c) To the extent permitted by applicable law and subject to the provisions of this Agreement, the Manager is hereby authorized to cause the Company to purchase Properties from, sell Properties to or otherwise deal with the Manager acting on its own behalf, any Member or any Affiliate of the Manager or any Member; *provided* (i) any affiliate transaction that relates to purposes set forth in Section 1.3(a)(i) shall be on terms no less favorable to the Company than those that would have been entered into with unrelated third parties; and (ii) any affiliate transactions other than those set forth in clause (i) above, shall not be entered into without the consent of the Special Purpose Manager.

1.10 Definitions.

Capitalized words and phrases used in this Agreement have the following meanings:

“Accredited Investor” means a Person that is an “accredited investor” as defined in Rule 501(a)(1), (2) or (3) under Regulation D of the Securities Act.

“Act” means the Delaware Limited Liability Company Act, 6 Del. C. § 18-10 1, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

“Affiliate” means, with respect to any Person, an “affiliate” within the meaning of Rule 12b-2 of the Securities Exchange Act of 1934, as amended; provided, however, that unless the context specifically required a contrary interpretation, Ref-Fuel Company shall not be deemed to be an Affiliate of Duke/UAE, Allied or any of their respective Affiliates.

“Agreement” means this Limited Liability Company Agreement of S Leasing Company, LLC, as amended, supplemented or otherwise modified from time to time. All references in this Agreement to **“Section”** or **“Sections”** are to a section or sections of this Agreement unless otherwise specified.

“Allocation Year” means (i) the period commencing on the Effective Date and ending on December 31, 2000, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31 or (iii) any portion of the period described in clauses (i) or (ii) for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article III.

“Bankruptcy” means, with respect to any Person, a **“Voluntary Bankruptcy”** or an **“Involuntary Bankruptcy”**. A **“Voluntary Bankruptcy”** means, with respect to any Person (i) an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors, (ii) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any present or future bankruptcy, insolvency or similar statute, law or regulation, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its Properties or (iii) action taken by such Person to authorize any of the actions set forth above. An **“Involuntary Bankruptcy”** means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approval of a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or without the consent or acquiescence of such Person, the entering of an order for relief or the appointment of a trustee, custodian, receiver or other similar official of such Person or of all or any substantial part of the Properties of such Person which order shall not be dismissed within ninety (90) days. The Members hereby agree that this definition shall supersede the definition of **“bankruptcy”** set forth in Section 18-304 of the Act for all purposes of this Agreement.

“Business Day” means a day of the year except Saturday, Sunday or any other day on which commercial banks are not required or authorized by law to close in the states of New York, Arizona, New Jersey or Texas.

“Call Option” means the “Partnership Call” (as defined in the Second Amended and Restated Partnership Agreement of American Ref-Fuel Company of Southeastern Connecticut, dated as of April 30, 2001).

“Capital Account” means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member’s Capital Account there shall be credited (A) such Member’s Capital Contributions, (B) such Member’s distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 3.3 or Section 3.4, and (C) the amount of any Company liabilities assumed by such Member or which are secured by any Properties distributed to such Member;

(ii) To each Member’s Capital Account there shall be debited (A) the amount of money and the Gross Asset Value of any Properties distributed to such Member pursuant to any provision of this Agreement, (B) the amount of any liabilities of such Member which have been assumed by the Company or which are secured by any properties contributed by the Member to the Company and (C) such Member’s distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 3.3 or Section 3.4;

(iii) In the event all or any portion of an Interest is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred Interest; and

(iv) In determining the amount of any liability for purposes of subparagraph (i) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Manager shall determine that it is necessary to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Members), are computed in order to comply with such Regulations, the Manager may make such modification; provided that it shall not affect the amounts distributable to any Person under this Agreement. The Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company’s balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b); provided that such adjustments under clause (i) or

modifications under clause (ii) shall not affect the amounts distributable to any Person under this Agreement.

“Capital Contributions” means, with respect to any Member, the amount of money or the Gross Asset Value of other Property contributed to the Company with respect to the Interest in the Company held or purchased by such Member.

“Certificate” means the certificate of formation filed with the Secretary of State of the State of Delaware pursuant to the Act to form the Company, as originally executed and amended, modified, supplemented or restated from time to time, as the context requires.

“Certificate of Cancellation” means a certificate filed in accordance with 6 Del.C. § 18-203.

“Code” means the United States Internal Revenue Code of 1986, as amended from time to time.

“Company” means S Leasing Company, LLC and the limited liability company continued hereunder and continuing the business of this Company in the event of dissolution of the Company as herein provided if the Members elect to reconstitute pursuant to Section 12.1(b).

“Company Minimum Gain” has the meaning given the term “partnership minimum gain” in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

“Credit Agreement” means the Credit Agreement dated as of April 30, 2001, among the Company, the other Credit Parties signatory thereto, GECC, as lender, and as agent for Lenders, and the other Lenders signatory thereto from time to time.

“Damages” means any and all judgments, damages or penalties with respect to, or amounts paid in settlement of, claims (including, but not limited to negligence, strict or absolute liability, liability in tort and liabilities arising out of violation of laws or regulatory requirements of any kind), actions, or suits, and, to the extent suffered or incurred in connection with the foregoing, taxes (including, without limitation, taxes on any indemnification payments and including interest, additions to tax and penalties), liabilities, obligations, and reasonable costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses).

“Debt” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind (except deposits and advances in the ordinary course of business), (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such

Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (e) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than accounts payable incurred in the ordinary course of business and paid when due), (f) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all Guarantees by such Person, and (h) all other obligations of such Person which have the same effect as any of the foregoing.

“Deemed Refund” has the meaning set forth in Section 7.2(e).

“Depreciation” means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, except that (x) with respect to any asset whose Gross Asset Value differs from its adjusted tax basis for federal income tax purposes and which difference is being eliminated by use of the “remedial method” defined by Regulations Section 1.704-3(d), Depreciation for such Allocation Year shall be the amount of book basis recovered for such Allocation Year under the rules prescribed by Regulations Section 1.704-3(d)(2), and (y) with respect to any other asset whose Gross Asset Value differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis; *provided, however*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Tax Matters Member.

“Dissolution Event” has the meaning set forth in Section 12.1.

“Economic Interest” means any interest in the capital or profits of the Company (including, without limitation, any Interest) or any financial instrument or contract the value of which is determined in whole or in part by reference to the Company.

“Effective Date” means the date hereof.

“Financing” means the financing transaction contemplated in the Credit Agreement and the Security Agreement.

“Fiscal Year” means (i) the period commencing on the Effective Date and ending on December 31, 2000, (ii) any subsequent twelve-month period commencing on January 1 and ending on December 31 and (iii) the period commencing on the

immediately preceding January 1 and ending on the date on which all the Properties are distributed to the Members pursuant to Section 12.2.

“GAAP” means generally accepted accounting principles in effect in the United States of America from time to time.

“Garbage Trucks” means the municipal solid waste collection or disposal vehicles (garbage trucks) purchased by the Company from time to time and any replacements or substitutions therefor in accordance with the Lease.

“GECC” means General Electric Capital Corporation.

“Gross Asset Value” means with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of such asset as determined pursuant to sub-paragraph (iv) below;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined pursuant to sub-paragraph (iv) below, upon admission of a new Member to the Company via a Capital Contribution, upon liquidation of a Member’s Interest, or upon liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and

(iii) Except as otherwise provided in subparagraph (ii), the Gross Asset Value of any item of Company assets distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined pursuant to sub-paragraph (iv) below.

(iv) For purposes of this definition, the gross fair market value of any asset shall be equal to (A) if the Members elect to appraise such asset, the fair market value of such asset as determined by appraisal, or (B) for any asset listed below, the original cost of such asset reduced by the economic depreciation of such asset calculated at the specified percentage per month (prorated based on the number of days in such month for calculations made other than on the last day of a month), or for any other asset, the adjusted tax basis of such asset as of the date of determination. For this purpose, the assets subject to economic depreciation and the specified monthly depreciation percentages shall be as follows:

Garbage Trucks	.83%
Commercial Containers and Other Equipment	.83%
Residential Containers and Compactors	1.67%
Yellow Iron	1.04%

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii) or (iii), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Indemnified Matter” has the meaning set forth in Section 7.2(b).

“Indemnitee” has the meaning set forth in Section 7.2(b).

“Indemntor” has the meaning set forth in Section 7.2(b).

“Interest” means any interest in the Company representing some or all of the Capital Contributions made by a Member, including any and all benefits to which the holder of such an interest may be entitled as provided in this Agreement and to the extent not inconsistent herewith, the Act, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

“Involuntary Bankruptcy” has the meaning set forth in the definition of Bankruptcy.

“Lease” means the Master Lease Agreement dated as of April 30, 2001 between the Company, as the lessor, and the various subsidiaries of Allied Waste, as the Lessees, as amended, supplemented or otherwise modified from time to time pursuant to Section 5.2, together with all the lease supplements thereunder.

“Lessee” shall have the meaning set forth in Exhibit C.

“Lien” means any lien, mortgage, deed of trust, encumbrance, pledge, charge, lease, easement, right of others or security interest of any kind, including any thereof arising under conditional sales or other title retention agreements.

“Liquidation Period” has the meaning set forth in Section 12.7.

“Liquidator” has the meaning set forth in Section 12.9(a).

“Losses” has the meaning set forth in the definition of **“Profits”** and **“Losses”**.

“Manager” means AWP or any Permitted Transferee of AWP’s entire Interest as a Member as constituted at the time of the Transfer provided that such Permitted Transferee is admitted as a Member pursuant to this Agreement.

“Material Adverse Effect” on the Company means an effect on the Company that is materially adverse to the business, operations, properties, assets, financial condition, prospects or results of operations of the Company and its businesses and assets taken as a whole, or on the consummation of the Redemption.

“Member” means any Person (i) who is referred to as such in the first paragraph of this Agreement, or who has become a substituted Member pursuant to the terms of this Agreement and (ii) who has not ceased to be a Member. **“Members”** means all such Persons.

“Member Nonrecourse Debt” has the same meaning as the term “partner nonrecourse debt” in Section 1.704-2(b)(4) of the Regulations.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

“Modification” means, with respect to any Garbage Trucks, Other Assets, or any Part thereof, (a) any addition, alteration, improvement or modification thereto, (b) the addition, betterment or enlargement of any property constituting part of such property or the replacement of any such property with other property, irrespective of whether (i) such replacement property constitutes an enlargement or betterment of the property that it replaces or (ii) the cost of such addition, betterment, enlargement or replacement is or may be capitalized in accordance with GAAP and (c) improvements to the extent constructed as a Modification pursuant to the Lease.

“Nonrecourse Liability” has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

“Other Assets” means construction equipment (i.e., yellow iron), commercial and residential containers, compactors and other waste management equipment (i.e., trash and/or recyclables balers; service vehicles; pick-up trucks; transfer tractors and trailers; portable toilet trucks; portable toilets; forklifts; bobcats and small loaders; container delivery vehicles; and sweepers) acquired by the Company from time to time and any replacements or substitutions therefor, if applicable, in accordance with the Lease.

“Parent” of any Person means any Affiliate of such Person directly or indirectly controlling such Person.

“Parts” means appliances, parts, instruments, appurtenances, accessories and equipment of whatever nature, whether or not constituting Modifications.

“Percentage Interest” means, with respect to any Member, the Percentage Interest of such Member as set forth in Section 2.1. In the event all or a portion of an Interest is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the Transferred Interest.

“Permitted Transfer” has the meaning set forth in Section 10.2.

“Permitted Transferee” has the meaning set forth in Section 10.2.

“Person” means any individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, association, nominee or other entity.

“Prime Rate” means a per annum rate that equal to the “prime rate” as in effect from time to time as set forth in The Wall Street Journal.

“Profits” and **“Losses”** mean, for each Allocation Year, an amount equal to the Company’s taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of **“Profits”** and **“Losses”** shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition of **“Profits”** and **“Losses”** shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Properties with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Properties disposed of, notwithstanding that the adjusted tax basis of such Properties differs from its Gross Asset Value; and

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation.

"Properties" means the Garbage Trucks, Other Assets, Modifications, cash equivalents, cash and all other personal property acquired by the Company and shall include both tangible and intangible property.

"Put Option" means the "Class B Put" (as defined in the Second Amended and Restated Partnership Agreement of American Ref-Fuel Company of Southeastern Connecticut, dated as of April 30, 2001).

"Reconstitution Period" has the meaning set forth in Section 12.1 (b).

"Redemption" means the redemption by the Ref-Fuel Company of the partner interest of BFI Energy Systems of Southeastern Connecticut, Inc. and BFI Energy Systems of Southeastern Connecticut, L.P. in Ref-Fuel Company pursuant to the Second Amended and Restated Partnership Agreement thereof.

"Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

"Regulatory Allocations" has the meaning set forth in Section 3.4.

"Responsible Administrative Officers" has the meaning set forth in Section 5.3(c).

"Responsible Participating Officers" has the meaning set forth in Section 5.3 (c).

"Responsible Officers" means the Responsible Administrative Officers and the Responsible Participating Officers.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Security Agreement" means the Security Agreement dated as of April 30, 2001, among H Leasing Company, LLC, E Leasing Company, LLC, N Leasing Company, LLC

and S Leasing Company, LLC, as grantors, and GECC, in its capacity as Agent for Lenders under the Credit Agreement.

“Special Purpose Manager” means Ref-Fuel Company or any transferee of Ref-Fuel Company’s entire Interest as a partner in the Company as constituted at the time of the Transfer.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale, pledge or hypothecation or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge or hypothecate or otherwise dispose of.

“UCC” means the Uniform Commercial Code as in effect in the states of New York and Delaware from time to time and any other jurisdiction that has adopted similar provisions.

“Voluntary Bankruptcy” has the meaning set forth in the definition of **“Bankruptcy.”**

1.11 Other Terms.

Unless the content shall require otherwise:

- (a) Words importing the singular number or plural number shall include the plural number and singular number respectively;
- (b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa;
- (c) Reference to “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation;”
- (d) Reference in this Agreement to “herein,” “hereby” or “hereunder”, or any similar formulation, shall be deemed to refer to this Agreement as a whole, including the Exhibits; and
- (e) Reference to “and” and “or” shall be deemed to mean “and/or.”

ARTICLE II
MEMBERS' CAPITAL CONTRIBUTIONS

2.1 Capital Contributions.

The name, address, amount of Capital Contribution, and Percentage Interest of each of the Members is as follows:

Name and Address	Capital Contribution	Percentage Interest
American Ref-Fuel Company of Southeastern Connecticut 15990 North Bakers Landing #200 Houston, TX 77079 Attention: William Reynolds Facsimile No.: (281) 649-4815	\$11,837,490	99%

With copies to:
Duke/UAE
c/o United American Energy Corp.
50 Tice Boulevard
Woodcliff Lake, New Jersey 07675
Attention: Donald Krom
Facsimile No.: (201) 307-1020

Allied Waste North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260 Attention : General Counsel Facsimile No. : (480) 627-2703	\$ 119,571	1%
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With copies to :
Fried, Frank, Harris, Shriver &
Jacobson
One New York Plaza
New York, New York 10006
Attention: Craig Miller
Facsimile No. : (212) 859-8587

**ARTICLE III
ALLOCATIONS**

3.1 Profits.

After giving effect to the special allocations set forth in Sections 3.3 and 3.4 and subject to Section 3.5, Profits for any Allocation Year shall be allocated to the Members in accordance with their Percentage Interests.

3.2 Losses.

After giving effect to the special allocations set forth in Sections 3.3 and 3.4 and subject to Section 3.5, Losses for any Allocation Year shall be allocated to the Members in accordance with their Percentage Interests.

3.3 Special Allocations.

The following special allocations shall be made in the following order:

(a) **Nonrecourse Deductions.** Notwithstanding any other provision of this Agreement, (i) deductions attributable to Member Nonrecourse Debt, if any, of the Company for each Allocation Year shall be allocated to the Member that bears the economic risk of loss within the meaning of Treas. Reg. 1.704-2(i), and (ii) deductions attributable to Nonrecourse Liabilities of the Company, if any, shall be allocated for each Allocation Year in the same proportion as Profits and Losses for such Allocation Year.

(b) **Minimum Gain Chargeback.** Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Company Minimum Gain during any Allocation Year, each Member shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f) (6) and 1.704-2(j) (2) of the Regulations. This Section 3.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(c) **Member Minimum Gain Chargeback.** Except as otherwise provided in Section 1.704-2(i) (4) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year, each Member

who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i) (5) of the Regulations, shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i) (4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i) (4) and 1.704-2(j) (2) of the Regulations. This Section 3.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i) (4) of the Regulations and shall be interpreted consistently therewith.

(d) **Qualified Income Offset.** In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible; provided that an allocation pursuant to this Section 3.3(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article III have been tentatively made as if this Section 3.3 (c) were not in the Agreement.

(d) **Gross Income Allocation.** In the event any Member has a deficit Capital Account at the end of any Allocation Year which is in excess of the sum of the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 3.3(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article III have been made as if Section 3.3(c) and this Section 3.3(d) were not in the Agreement.

3.4 Curative Allocations.

The allocations set forth in Sections 3.3(a), 3.3(b), 3.3(c) and 3.3(d) (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 3.4. Therefore, notwithstanding any other provision of this Article III (other than the Regulatory Allocations), the Tax Matters Member shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines

appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 3.1 and 3.2.

3.5 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Tax Matters Member using any permissible method under Code Section 706 and the Regulations thereunder; provided, however, in the event there is a distribution by Ref-Fuel Company of its Interest pursuant to the Redemption, such allocation for such Allocation Year shall be based on the number of months preceding and succeeding such distribution in such Allocation Year, and if such distribution occurs other than on the first day of a month, such month shall be pro-rated based on the number of days preceding and including the date of the distribution and the number of days following the distribution, excluding, for this purpose, any income, gain, loss or deduction resulting from any transactions occurring in such month outside the ordinary course of business.

(b) The Members are aware of the income tax consequences of the allocations made by this Article III and hereby agree to be bound by the provisions of this Article III in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a) (3), the Members' interests in Company Profits are in proportion to their Percentage Interests.

(d) To the extent permitted by Section 1.704-2(h) (3) of the Regulations, the Tax Matters Member shall endeavor to treat distributions of cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

3.6 Tax Allocations; Code Section 704(c).

(a) Except as otherwise required by Code Section 704(c) and the Regulations thereunder, each item of Company income, gain, loss and deduction shall be allocated for tax purposes, to the extent possible, in the same manner as provided in this Article III other than this Section 3.6.

(b) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall, as appropriate, take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in a manner consistent with Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Tax Matters Member as provided in Section 8.3 in any manner that reasonably reflects the purpose and intention of this Agreement.

(c) Allocations pursuant to this Section 3.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

ARTICLE IV DISTRIBUTIONS

4.1 Distributions.

The Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, in such amounts and at such times as the Manager and the Special Purpose Manager shall unanimously agree. Notwithstanding the foregoing, if the period for consummating the Redemption has expired as contemplated by Article XI of the Second Amended and Restated Partnership Agreement of Ref-Fuel Company without the Redemption having occurred, the Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, no later than three business days prior to the date on which any Member (or any member of a Member) is required to make a payment of estimated taxes in respect of any Allocation Year, in an amount equal to the excess of (a) the product of (i) the Company's reasonable estimate of the cumulative amount of Profits (net of any Losses) allocable to the Members for such Allocation Year through the date such estimated taxes are due and (ii) 40% over (b) the amount of any distributions previously made to the Members pursuant to this Section 4.1 in respect of

such Allocation Year. Within five business days after the date the Company's income tax returns are filed for any Allocation Year, the Company shall make a further distribution, if necessary, to the Members, pro rata in accordance with their Percentage Interests, calculated in the same manner as set forth in the preceding sentence, with respect to the amount of Profits (net of Losses) actually allocated to the Members for such Allocation Year as reflected in the filed tax returns.

4.2 Amounts Withheld.

All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts paid or distributed, as the case may be, to the Members with respect to which such amount was withheld pursuant to this Section 4.2 for all purposes under this Agreement. The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Members, and to pay over to any federal, state and local government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

4.3 Limitations on Distributions.

(a) The Company shall make no distributions to the Members except as provided in this Article IV and Article XII.

(b) A Member may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than any liability to Members on account of their Capital Contributions, would exceed the fair value of the Company's assets.

**ARTICLE V
MANAGEMENT**

5.1 The Manager.

(a) Except as otherwise provided in Sections 5.2 and 5.3, the Members intend that the Company be managed by the Manager in accordance with Section 18-402 of the Act and with the provisions of this Agreement.

(b) Subject to any restrictions set forth in this Agreement, the Members hereby delegate all powers to operate and manage the business and affairs of the Company and to bind the Company to, and all such powers shall be exclusively vested in, the Manager and

the Manager may exercise all such powers of the Company and do all such lawful acts as are not by statute, the Certificate or this Agreement directed or required to be exercised by the Members and in so doing shall have the right and authority to take all actions which the Manager deems necessary, useful or appropriate for the management and conduct of the business and affairs of the Company, including, without limitation:

(i) all actions and activities relating to the conduct of the Company's business and affairs;

(ii) the preparation of the Company's books, records, financial statements;

(iii) reports described in Article VIII;

(iv) any action required by Section 1.6;

(v) any termination, modification, amendment, supplementation or other change of the Credit Agreement and the Security Agreement;

(vi) the supplementation of the Lease to add additional Garbage Trucks or Other Assets to the equipment or other properties leased thereunder on terms and conditions no less favorable to the Company than those provided by the Lease as the date hereof; and

(vii) investment of any cash not distributed to the Members in cash equivalents and sale of any investments in cash equivalents for the purpose of making distributions under this Agreement.

(c) The Manager may, from time to time, appoint one or more individuals to be officers of the Company. The Manager shall have the power to delegate the authority granted to it pursuant to this Section 5.1 to such officers, employees, agents and representatives of the Company as it may from time to time deem appropriate. Any delegation of authority to take any action must be approved in the same manner as would be required for the Manager to approve such action directly. The Manager may, if it wishes, appoint the following officers: a President, one or more Vice-Presidents, a Secretary, a Treasurer and may appoint other officers (including one or more Assistant Treasurers and one or more Assistant Secretaries) as may be necessary or desirable for the business of the Company. Any two or more offices may be held by the same person. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as provided in this section 5.1(c). The salaries or other compensation, if any, of the officers of the Company shall be fixed from time to time by the Manager. Any officer of the Company may be removed, either with or without cause, at any time, by the Manager.

(d) The Manager shall perform its duties under this Agreement in a manner it believes to be in the best interests of the Company, and shall be under no fiduciary duty to the Members, the Special Purpose Manager, any creditor of the Company or any other Person. A Person who so performs its duties shall not have any liability by reason of being or having been a Manager of the Company, the Liquidator or the Tax Matters Member.

(e) The Manager shall not be liable under a judgment, decree or order of a court or in any other manner for the debts, obligations or liabilities of the Company.

5.2 Restrictions on Authority of the Manager.

Except as otherwise provided in this Agreement, without the consent of both the Manager and the Special Purpose Manager, the Manager shall not have the authority to, and covenants and agrees that it shall not:

(a) Do any act in contravention of this Agreement or, when acting on behalf of the Company, engage in activities inconsistent with the purposes of the Company;

(b) Do any act which would make it commercially unreasonable to carry on the ordinary business of the Company, and the Manager shall not be required to do any such act otherwise required to be done by it pursuant to this Agreement without the consent of all of the Members;

(c) Possess Properties, or assign rights in specific Property, for other than a Company purpose;

(d) Perform any act that would, to the Manager's knowledge, subject any Member to liability in any jurisdiction for the debts or obligations of the Company;

(e) Cause the Company to voluntarily take any action with respect to the Company described in clauses (i), (ii) or (iii) of the definition of Voluntary Bankruptcy in Section 1.10;

(f) Cause or permit the Company to incur, assume or obligate itself by contract for any Debt, except for Debt incurred under the Credit Agreement;

(g) Cause or permit the Company to acquire, by purchase any assets other than Garbage Trucks, Other Assets and Modifications and other personal property that is necessary to carry out the purposes of the Company as set forth in Section 1.3;

(h) Cause the Company to voluntarily dissolve;

- (i) Sell, abandon or dispose of all or substantially all of the assets of the Company;
- (j) Cause the Company to change its Fiscal Year or method of accounting, unless such change is required by GAAP, the Code or Regulations thereunder;
- (k) Cause or permit the admission of any Member to the Company other than pursuant to Article X;
- (l) Cause the Company to fail to be taxable as a partnership for federal income tax purposes or to take a position inconsistent with such treatment except as required by law;
- (m) Cause or permit the Company to legally merge or consolidate with or into any Person;
- (n) Cause the Company to acquire any debt or equity securities of any Member or Affiliate of any Member or otherwise lend funds to any such Person;
- (o) Cause the Company to sell, lease or distribute any asset other than in accordance with the Lease or in the course of the liquidation of the Company;
- (p) Cause the Company to incur any capital expenditures other than in connection with the purchase of Garbage Trucks, Other Assets, the procurement of Modifications thereof and other personal property that is necessary to carry out the purposes of the Company as set forth in Section 1.3;
- (q) Except Liens arising under the Security Agreement and applicable laws, mortgage, hypothecate or cause the creation of any consensual lien on, or security interest in, the Properties;
- (r) Except as otherwise required by GAAP, cause the Company to take any position in its books and records with respect to the Garbage Trucks, the Other Assets and Modifications that is inconsistent with the treatment of the Lease as an "operating lease" for tax and financial reporting purposes;
- (s) Agree to the form of the Lease (other than substantially in the form of Exhibit C hereto consistent with the financial model previously prepared by affiliates of the parties), or once the form of the Lease has been approved, agree to any material modifications to the Lease or change the lease rate from that shown on Exhibit C;
- (t) Agree to any material modification to the Allied Finance documents (as such term is defined in the Credit Agreement) that would have a material adverse effect

on any Member (other than the Manager or any other Affiliate of Allied Waste) without the consent of such adversely affected Member;

(u) Cause any Garbage Trucks, Other Assets or Modifications to be acquired by the Company unless simultaneously with such acquisition, such assets are to be leased to a third party pursuant to the Lease; or

(v) Cause any Other Property consisting of real property, including buildings and fixtures, to be acquired by the Company.

5.3 Special Provisions Following Occurrence of Bankruptcy of Manager.

Notwithstanding anything contained in this Agreement to the contrary, following the occurrence of a Bankruptcy of the Manager or any Affiliate of the Manager, all actions that the Manager would be otherwise authorized to take under this Agreement shall require prior written consent of the Special Purpose Manager. Such consent shall be given in the form of general authority to take actions with a specified scope of authority.

5.4 Duties and Obligations of the Manager and the Special Purpose Manager.

(a) The Manager and the Special Purpose Manager shall cause the Company to conduct its business and operations separate and apart from that of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, including, without limitation, (i) segregating Company assets and not allowing funds or other assets of the Company to be commingled with the funds or other assets of, held by, or registered in the name of, any Member, the Manager, the Special Purpose Manager or any of their Affiliates, (ii) maintaining books and financial records of the Company separate from the books and financial records of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to authorization of the Members as required under this Agreement, (iii) causing the Company to pay its liabilities only from available assets of the Company, and (iv) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.

(b) The Manager shall take all actions which may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Delaware and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged, and (ii) subject to the other terms and conditions of this Agreement and expressly without any obligation to make capital contributions except as specified in Section 2.1, for the accomplishment of the

Company's purposes, including the acquisition, maintenance, preservation, and operation of Properties in accordance with the provisions of this Agreement and applicable laws and regulations.

(c) On the Effective Date, the Manager and the Special Purpose Manager shall each provide to the Company a written statement naming those of its officers that will be responsible for the management and operations of the Company delegated to it in accordance with this Article V (such individuals, if appointed by the Manager, the "**Responsible Administrative Officers**" and if appointed by the Special Purpose Manager, the "**Responsible Participating Officers**"), until such time as the Manager or the Special Purpose Manager has provided to the Company another written statement naming other officers as Responsible Officers, and the Manager and the Special Purpose Manager each hereby covenant and agree that its Responsible Officers shall maintain the separateness of the Company's operations and otherwise comply with all of the terms of this Agreement. On the Effective Date, the initial Responsible Administrative Officers shall be as follows: Don W. Slager, President; Jeffrey Hughes, Vice-President; Jo Lynn White, Secretary; Jenny L. Apker, Assistant Secretary; Thomas P. Martin, Treasurer. The initial Responsible Administrative Officers shall hold office unless and until such time as the Manager has provided the Company with a written statement naming other officers as Responsible Administrative Officers in accordance with this Article V.

(d) The Manager shall notify the Members of the occurrence of any Dissolution Event described in Section 12.1 or any event which with notice or lapse of time or both would constitute a Dissolution Event (other than the event described in Section 12.1 (a)(i)) and the action which the Manager has taken or proposes to take with respect thereto, promptly, but no later than ten (10) Business Days, after any Responsible Administrative Officer has actual knowledge of such occurrence.

(e) All distributions or payments of cash to the Members pursuant to any provision of this Agreement shall be made by wire transfer of immediately available funds, no later than 1:00 p.m., Eastern Standard Time, on the day of distribution or payment, and, at the time of any such distribution or payment, the Manager shall provide to the Members a notice identifying the nature of the distribution or payment, the Section or Sections of this Agreement pursuant to which it is being made and the amount being distributed or paid pursuant to each such Section.

5.5 Management Fee/Expenses.

(a) Neither the Manager nor the Special Purpose Manager shall receive any management or other fee or salary for services rendered to the Company, or

reimbursement of any costs and expenses incurred in connection therewith, except as permitted pursuant to Section 1.9 (c) or as provided in Section 5.5(b).

(b) The Manager and the Special Purpose Manager shall each be entitled to current reimbursement out of Company assets for all reasonable costs and expenses incurred by it when acting for or on behalf of the Company and in accordance with the terms of this Agreement specifically including, but not limited to, all salaries and related expenses of its employees performing authorized services for the Company. The Manager shall be entitled to an annual fee in the amount of \$100,000, payable quarterly in advance, for accounting and administrative services.

ARTICLE VI
ROLE OF MEMBERS

6.1 Rights or Powers.

Except as provided in this Agreement, the Members, in their capacities as members of the Company, hereby agree not to exercise any right or power to take part in the management of the Company or its business and affairs or to act for or bind the Company in any way. Notwithstanding the foregoing, the Members have all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act.

6.2 Meetings of the Members.

(a) Meetings of the Members may be called upon the written request of any Manager or Member. The call shall state the location of the meeting and the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than one (1) Business Day nor more than thirty (30) days prior to the date of such meeting. Members may vote in person, by proxy or by telephone at such meeting and may waive advance notice of such meeting. Whenever the vote or consent of Members is permitted or required under this Agreement, such vote or consent may be given at a meeting of the Members or may be given in accordance with the procedure prescribed in this Section 6.3.

(b) Each Member may authorize any Person or Persons to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy prior to its exercise shall be revocable at the pleasure of the Member executing it.

(c) Each meeting of the Members shall be conducted by the Member or Manager calling the meeting.

(d) Notwithstanding this Section 6.3, the Company may take any action contemplated under this Agreement as approved by the consent of the Members, such consent to be provided in writing, or by telephone or facsimile, if such telephone conversation or facsimile is followed by a written summary of the telephone conversation or facsimile communication sent by registered or certified mail, postage and charges prepaid, addressed as described in Section 13.1 hereof, or to such other address as such Person may from time to time specify by notice to the Members and the Manager.

6.3 Withdrawal/Resignation.

Except as otherwise provided in Article IV and Article XII, no Member shall demand or receive a return on or of its Capital Contributions or withdraw from the Company without the consent of both the Manager and the Special Purpose Manager. Except as otherwise provided in the Act or this Agreement, upon resignation, any resigning Member is entitled to receive only the distribution to which he is entitled under this Agreement, which shall be equal to the fair value of its Interest in the Company as of the date of resignation.

6.4 Member Compensation.

No Member shall receive any interest, salary or draw with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company, or otherwise, in its capacity as a Member, except as otherwise provided in this Agreement.

6.5 Members Liability.

No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company and each Member shall be liable only to make its Capital Contributions and shall not be required to restore a deficit balance in its Capital Account or to lend any funds to the Company or, after its Capital Contributions have been made pursuant to Article II, to make any additional contributions, assessments or payments to the Company; provided that a Member may be required to repay distributions made to it as provided in Section 18-607 of the Act. None of the Members, the Manager or the Special Purpose Manager shall have any personal liability for the repayment of any Capital Contributions of any Member.

6.6 Partition.

While the Company remains in effect or is continued, each Member agrees and waives its rights to have any Properties partitioned, or to file a complaint or to institute any suit, action or proceeding at law or in equity to have any Properties partitioned, and each Member, on behalf of itself, its successors and its assigns hereby waives any such right.

6.7 Transactions Between a Member and the Company.

Except as otherwise provided by applicable law and subject to Section 5.2, any Member may, but shall not be obligated to, transact business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member. A Member, any Affiliate thereof or an employee, stockholder, agent, director or officer of a Member or any Affiliate thereof, may also be an employee or be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in such Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of such Member.

6.8 Other Instruments.

Each Member hereby agrees to execute and deliver to the Company promptly after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Manager reasonably deems necessary, useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement.

6.9 Other Covenants.

Each Member hereby agrees:

- (a) To maintain books and records separate from the Company;
- (b) Not to commingle assets with those of the Company;
- (c) Not to conduct its own business in the name of the Company;
- (d) To maintain separate financial statements from those of the Company;
- (e) Not to pay its own liabilities out of the funds of the Company;
- (f) To observe all corporate, partnership or limited liability company (as applicable) formalities;

- (g) Not to pay the salaries of its own employees with funds of the Company;
- (h) Not to guarantee or become obligated for the debts of the Company or hold out its credit as being available to satisfy the obligations of the Company;
- (i) To maintain office space separate from the Company;
- (j) To use stationery, invoices, and checks separate from those of the Company;
- (k) Not to pledge its assets for the benefit of the Company;
- (l) To hold itself out as a separate entity from the Company;

(m) Except as otherwise permitted by this Agreement, not to (i) take any action to file a certificate of dissolution or its equivalent with respect to itself, (ii) exercise any power under the Act to dissolve the Company, and (iii) petition for judicial dissolution of the Company; and

(n) To file all of its income tax returns in a manner consistent with its status as a partner of the Company for income tax purposes, unless otherwise specifically required by applicable law, including relevant judicial or administrative interpretations thereof.

Notwithstanding the foregoing, the execution, delivery and performance of the Lease is not a violation of this Agreement.

ARTICLE VII INDEMNIFICATIONS

7.1 Indemnification of the Company, the Managers and the Members.

(a) Unless otherwise provided in Section 7.1 (c), the Company, its receiver or its trustee (in the case of its receiver or trustee, to the extent of Properties) shall indemnify, save harmless, and pay all Damages of the Manager, the Special Purpose Manager and any Member or any stockholders, directors, members, officers, employees or agents of any of them relating to any Damages incurred by reason of any act performed or omitted to be performed by such Manager or such Member or any stockholders, directors, members, officers, employees or agents of any of them in connection with the business of the Company, including reasonable attorneys' fees incurred by such Manager or such Member or any stockholder, director, member, officer, employee or agent of any of them in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred.

(b) Unless otherwise provided in Section 7.1 (c), in the event of any action by a Member against any Manager or any stockholder, director, member, officer, employee or agent of any Manager, including a Company derivative suit, the Company, its receiver or its trustee (in the case of its receiver or trustee, to the extent of Properties) shall indemnify, save harmless, and pay all Damages of such Person, including reasonable attorneys' fees incurred in the defense of such action; provided that such Person shall provide an undertaking to repay the indemnification payment made by the Company to such Person pursuant to this Section 7.1(b) if such Person is found by a final nonappealable judgment not to be entitled to indemnification.

(c) Notwithstanding the provisions of Sections 7.1 (a) and 7.1(b), (i) such Sections shall be enforced only to the maximum extent permitted by law and (ii) no Member or Manager shall be indemnified from any liability for its fraud, willful misconduct or gross negligence.

(d) The obligations of the Company set forth in this Section 7.1 are expressly intended to create third party beneficiary rights in favor of any Manager and any stockholder, director, member, officer, employee or agent of any Manager or any Member and any Member is authorized, on behalf of the Company, to give written confirmation to any such Person of the existence and extent of the Company's obligations to such Person hereunder.

7.2 Indemnification Procedures.

(a) In the event any claim is made by a third party against any Manager, any Member, the Liquidator, or any stockholder, officer, member, director, agent, employee, successor or assign of any of them, with respect to an actual or potential liability for which any such Person is otherwise entitled to be indemnified under any provisions of Section 7.1(a), 7.1(b) and 12.9(c), and any such Person wishes to be indemnified with respect thereto, such Person shall observe the procedures set forth below in Section 7.2.

(b) A party entitled to indemnification pursuant to Article VII (an "**Indemnitee**") shall give the party obligated to provide indemnification (the "**Indemnitor**") notice in writing of any claim or other matter as to which indemnification will be sought (an "**Indemnified Matter**") as promptly as is reasonably practicable after the Indemnitee becomes aware of the Indemnified Matter and shall thereafter keep the Indemnitor reasonably informed with respect thereto; provided that failure of the Indemnitee to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder, except to the extent that the Indemnitor is materially prejudiced by such failure. The Indemnitor shall be entitled to assume the defense or handling of such Indemnified Matter by giving written notice of its intention to do so to the Indemnitee within 30 days after receipt of the notice, with counsel reasonably satisfactory to the Indemnitee at the Indemnitor's own expense, and the Indemnitee shall

cooperate with the Indemnitor, at the Indemnitor's expense, in any such action. If the Indemnitor shall assume the defense of such Indemnified Matter, it shall not settle such Indemnified Matter unless such settlement includes as an unconditional term thereof the giving by the claimant or the plaintiff of a full, general release of the Indemnitee, reasonably satisfactory to the Indemnitee, from all liability with respect to such Indemnified Matter. As long as the Indemnitor is contesting any such Indemnified Matter in good faith and on a timely basis, the Indemnitee shall not pay or settle any claims relating to the Indemnified Matter. Notwithstanding the assumption by the Indemnitor of the defense or handling of any Indemnified Matter as provided in this Section 7.2 (b), the Indemnitor shall thereafter consult with the Indemnitee upon its reasonable request from time to time with respect to such Indemnified Matter. The Indemnitee shall be permitted to join in the defense or handling of such Indemnified Matter and to employ counsel at its own expense; provided, however, that if the defendants or potential defendants or obligors in connection with any Indemnified Matter shall include both an Indemnitor and an Indemnitee, and such Indemnitee shall have reasonably concluded that counsel selected by the Indemnitor has a conflict of interest because of the availability of different or additional defenses to such Indemnitee, such Indemnitee shall have the right to select separate counsel to participate in the defense or handling of such Indemnified Matter on its behalf, the reasonable fees and expenses of which shall be borne by the Indemnitor.

(c) If the Indemnitor shall fail to notify the Indemnitee of its desire to assume the defense or handling of any such Indemnified Matter within the prescribed period of time, or shall notify the Indemnitee that it will not assume the defense or handling of any such Indemnified Matter, then the Indemnitee may assume the defense or handling of any such Indemnified Matter, in which event it may do so in such manner as it may deem appropriate, and the Indemnitor shall be bound by any determinations made in connection with such Indemnified Matter or any settlement thereof effected by the Indemnitee, unless the Indemnitor shall, within 20 days after notice of the proposed terms of such determination or settlement, object to such determination or settlement, as the case may be, and agree to pay all reasonable costs and expenses of the Indemnitee in connection with the Indemnitee's defense of such Indemnified Matter, in which case the Indemnitor shall not be bound by any such determination or settlement effected without its consent, so long as the Indemnitor promptly pays such costs and expenses as incurred by the Indemnitee. The failure or election of the Indemnitor to assume the defense or handling of any such Indemnified Matter shall not be deemed a concession that it is required to indemnify the Indemnitee for the subject matter of such Indemnified Matter. The Indemnitor shall be permitted to join in the defense or handling of such Indemnified Matter and to employ counsel at its own expense.

(d) Amounts payable by the Indemnitor to the Indemnitee in respect of any Indemnified Matter for which such party is entitled to indemnification hereunder shall accrue interest at the prime rate (as set forth from time to time in the Wall Street Journal)

plus 3% per annum from and including the date such Losses are incurred to but not including the date of payment or satisfaction of such Losses (with appropriate proration for periods of less than one year).

ARTICLE VIII
ACCOUNTING, BOOKS AND RECORDS

8.1 Accounting, Books and Records.

(a) The Company shall keep at its principal place of business each of the following:

(i) Separate books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company and the operation of its business in accordance with this Agreement;

(ii) A current list of the full name and last known business, or mailing address of each Member and each Manager, both past and present;

(iii) A copy of the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(iv) Copies of the Company's federal, state, and local income tax returns and reports, if any, for each year since the Effective Date;

(v) Copies of this Agreement;

(vi) Copies of any writings permitted or required under Section 18-502 of the Act regarding the obligation of a Member to perform any enforceable promise to contribute cash as consideration for such Member's Interest; and

(vii) Any written consents obtained from Members pursuant to Section 18-302 of the Act regarding action taken by Members without a meeting.

(b) The Company shall use the accrual method of accounting in preparation of its financial reports and for tax purposes and shall keep its books and records accordingly.

(c) All amounts payable under any agreement other than this Agreement between the Company on the one hand and the Members or their Affiliates on the other hand shall be treated as occurring between the Company and a Person who is not a "partner" within the meaning of Section 707(a)(1) of the Code and such amounts payable

by the Company to any Member or its Affiliates shall be considered an expense or capital cost, as the case may be, of the Company for income tax and financial reporting purposes, and shall not be considered a distribution to such Member including, without limitation, in maintaining such Member's Capital Account, and any such amounts payable by any Member or its Affiliates to the Company shall not be considered a contribution to the Company, including, without limitation, in maintaining such Member's Capital Account.

(d) Any Member or its designated representative has the right to have reasonable access to and inspect and copy the contents of the books or records of the Company and shall also have reasonable access during normal business hours to such additional financial information, documents, books and records as are in the possession of the Company. The rights granted to a Member pursuant to this Section 8.1(d) are expressly subject to compliance by such Member with the safety, security and confidentiality procedures and guidelines of the Company, as such procedures and guidelines may be established from time to time.

(e) The Company's accountants shall be Arthur Andersen, 501 North 44th Street, Suite 300, Phoenix, Arizona 85008 unless the Manager and the Special Purpose Manager agree to use other accountants, which other accountants must be nationally recognized independent certified public accountants.

8.2 Reports.

(a) **In General.** The Manager shall be responsible for causing the preparation of financial reports of the Company and the coordination of financial matters of the Company with the Company's accountants.

(b) **Periodic and Other Reports.** The Manager and the Special Purpose Manager, as the case may be, shall cause to be delivered to each Member the financial statements, reports and certificates stated below, prepared, where applicable (other than with respect to Members' Capital Accounts, which shall be prepared in accordance with this Agreement), in accordance with GAAP consistently applied, and such other reports as any Member may reasonably request from time to time; *provided* that, such other reports shall be provided at such requesting Member's sole cost and expense unless (x) the information provided therein is needed by the requesting Member in order to comply with any law or regulations of any governmental or regulatory agency, (y) the Manager elects within thirty (30) days of such request to pay the cost of providing such reports, or (z) the requested report was furnished to the Company by the Lessee or was otherwise prepared by the Manager in its capacity as the Manager.

(i) As soon as practicable following the end of each Fiscal Year (and in any event not later than one hundred twenty (120) days after the end of such Fiscal

Year), a statement of the Members' Capital Accounts and changes therein during such Fiscal Year;

(ii) As soon as practicable and in any event within 120 days after the end of each fiscal year of the Company, a balance sheet or equivalent statement of financial position of the Borrower as at the end of such fiscal year and the related statement of income, changes in Members' Capital Accounts and statement of cash flows for such fiscal year, all presented in accordance with GAAP. If a Member so requests, such financial statements shall be audited by a firm of independent certified public accountants selected by the Members. All costs of preparation and distribution of such reports and the costs of the audit shall be borne by the Company;

(iii) As soon as practicable and in any event within 20 days after the end of each month, a report on investments in Garbage Trucks and Other Assets as of the end of such month;

(iv) As soon as available and in any event within 45 days after the end of each quarter, an unaudited balance sheet of the Company as of the end of such quarter and the related statement of income and changes in Members' Capital Accounts and statement of cash flow for such quarter;

(v) Within five days after the Manager obtains knowledge of the occurrence of any event that (x) is out of the ordinary course of business for the Company or (y) has or is reasonably likely to have a Material Adverse Effect on the Company, the Manager shall inform all the Members of such event by providing a report setting forth the detail of such event, and any actions, if applicable, that are being taken or have been proposed to be taken with respect thereto.

(vi) At such time as distributions are made to the Members pursuant to Article XII following the occurrence of a Dissolution Event, (A) a balance sheet of the Company as of such time setting forth the Gross Asset Values of the Properties as adjusted pursuant to clause (ii) of the definition "*Gross Asset Value*" in Section 1.10 and (B) a statement of the Members' Capital Accounts and changes therein for the Fiscal Year then ended, including a statement of the amount of gain or loss, if any, realized on the sale or disposition or deemed to be realized on the adjustment to the Gross Asset Value of each Garbage Truck, Other Assets and Modifications thereof, if any, as of such time, together with appropriate notes to such financial statements and supporting schedules, all of which shall be audited and certified by the Company's accountants not later than seventy-five (75) days after the date on which such liquidating distributions are made.

8.3 Tax Matters.

(a) **Tax Elections.** The Tax Matters Member shall be permitted to, without any further consent of the Members being required (except as specifically required herein) but after first obtaining the prior written consent of the Special Purpose Manager, make any and all elections at its sole discretion for federal, state and local tax purposes; provided, however, the Special Purpose Manager shall receive the written consent of the Ref-Fuel Company with respect to the method of tax depreciation to be used by the Company. The Members may agree as to the allocation of such Member's right with respect to the allocation of duties, responsibilities and control over tax matters. Notwithstanding the foregoing, the Tax Matters Member shall not make the election under Treasury Regulations Section 301.7701-3(c) (or any successor provision thereto) for the Company to be classified other than as a partnership for federal income tax purposes. The Manager is specifically authorized to act as the "**Tax Matters Member**" under the Code and in any similar capacity under state or local law.

(b) **Tax Returns.** The Tax Matters Member shall be responsible for managing the preparation and filing of all federal, state and local tax returns and information reports of the Company and shall sign such returns and reports on behalf of the Company. The Tax Matters Member shall cause all such federal, state and local tax returns to be prepared in a manner consistent with the Company having the status of a partnership for income tax purposes, and such returns shall be prepared consistently with the terms of this Agreement, in each case unless otherwise specifically required by applicable law, including relevant judicial or administrative interpretations thereof. In connection therewith, the Special Purpose Manager and the Members shall furnish the Tax Matters Member with all information reasonably necessary for the preparation of such returns and reports and shall prepare (or cause to be prepared) such returns and reports in a timely manner as directed by the Tax Matters Member, with all tax elections and determinations relating to such returns and reports to be made as provided in Section 8.3 above. The Special Purpose Manager shall have the opportunity to review each tax return before such return is filed.

(c) **Tax Information.** Necessary tax information, including, without limitation, all Company tax returns and related schedules, shall be delivered to each Member as soon as practicable after the end of each Fiscal Year of the Company but not later than five (5) months after the end of each Fiscal Year.

**ARTICLE IX
AMENDMENTS**

9.1 Amendments.

Amendments to this Agreement may be proposed by the Manager or any Member. Following such proposal, the Manager shall submit to the Members a verbatim statement of any proposed amendment, providing that counsel for the Company shall have approved of the same in writing as to form, and the Manager shall include in any such submission a recommendation as to the proposed amendment. The Manager shall seek the written vote of the Members and Managers on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. A proposed amendment shall be adopted and be effective as an amendment hereto if it receives the affirmative vote of all of the Members (and, in the case of any amendment that increases a Manager's duties and/or obligations under this Agreement, such Manager).

**ARTICLE X
TRANSFERS**

10.1 Restrictions on Transfers.

Except as otherwise permitted by this Agreement, no Member shall Transfer all or any portion of its Interest.

10.2 Permitted Transfers.

(a) **AWP.** Subject to the conditions and restrictions set forth in Section 10.3, AWP and any of its successors or transferees may at any time Transfer all or any portion of its Interest to (a) any of its Affiliate, or (b) any Person approved by all of the Members.

(b) **Ref-Fuel Company.** Subject to the conditions and restrictions set forth in Section 10.3, Ref-Fuel Company and any of its successors or transferees may at any time Transfer all or any portion of its Interest to (a) AWP or any affiliate of AWP or (b) any Person approved by all of the Members.

(c) Notwithstanding of Sections 10.2(a) and 10.2(b) above, no Transfer shall be made by any Member if such Transfer will prevent or otherwise impede the exercise of the Call Option or Put Option, as the case may be. Notwithstanding anything to the contrary, exercise of the Call Option or Put Option shall be permitted.

Any Transfer permitted by this Section 10.2 shall be referred to in this Agreement as a “**Permitted Transfer**”, and the Person to which the Interest is transferred shall be a “**Permitted Transferee**”

10.3 Conditions to Permitted Transfers.

Except for Transfers pursuant to the Call Option or the Put Option, a Transfer shall not be treated as a Permitted Transfer under Section 10.2 hereof unless and until the following conditions are satisfied:

(a) The transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may reasonably be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Article X. In addition, the Company shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) The transferor and transferee shall furnish the Company with the transferee’s taxpayer identification number, sufficient information to determine the transferee’s initial tax basis in the Interest transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Interest until it has received such information.

(c) Except in the case of a Transfer to an Affiliate of Ref-Fuel Company or AWP, the successors or transferees of either of them and their transferees shall execute certificates substantially similar to the certificates (the “**Form Transferor Certificate**” and the “**Form Transferee Certificate**”) attached hereto as Exhibit A-1 and Exhibit A-2, respectively.

(d) Immediately following such Transfer, at least one Person other than a state or any political subdivision thereof, will be a Member of the Company owning a capital and profits interest therein.

10.4 Prohibited Transfers.

Any purported Transfer of any Interests that is not a Permitted Transfer shall be null and void and of no force or effect whatever; *provided* that, if the Company is required to recognize a Transfer that is not a Permitted Transfer, the Interests Transferred shall be strictly limited to the transferor’s rights to allocations and distributions as provided by this Agreement with respect to the transferred Interests, which allocations

and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Interest may have to the Company.

In the case of a Transfer or attempted Transfer of Interests that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Member from all Damages that any of such indemnified Member may incur (including, without limitation, incremental tax liabilities, lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.5 Rights of Unadmitted Assignees.

A Person who acquires a Interest but who is not admitted as a substituted Member pursuant to Section 10.6 hereof shall be entitled only to allocations and distributions with respect to such Interest in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

10.6 Admission of Substituted Members.

Subject to the other provisions of this Article X, a transferee of a Interest may be admitted to the Company as a substituted Member only upon satisfaction of the conditions set forth in this Section 10.6:

- (a) The Interest with respect to which the transferee is being admitted was acquired by means of a Permitted Transfer;
- (b) The transferee (other than a transferee that was a Member prior to the Transfer) shall, by written instrument in form and substance reasonably satisfactory to the Manager (and, in the case of clause (ii) below, the transferor Member), (i) become a party to this Agreement and (ii) assume the obligations of the transferor Member under this Agreement with respect to the Transferred Interest;
- (c) The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transferred Interest; and
- (d) If required by the Manager, the transferee (other than a transferee that was a Member prior to the Transfer) shall deliver to the Company evidence of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement, and the transferee and transferor shall each execute and deliver such other instruments as the Manager reasonably deems necessary or appropriate to effect,

and as a condition to, such Transfer, including amendments to the Certificate or any other instrument filed with the State of Delaware or any other state or governmental authority.

10.7 Distributions and Allocations in Respect of Transferred Interests.

If any Interests are Transferred during any Allocation Year in compliance with the provisions of this Article X, Profits, Losses, each item thereof, and all other items attributable to the Transferred Interests for such Allocation Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Percentage Interests during the Allocation Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Tax Matters Member. Except as provided in Section 4.2, all distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations, the Company shall recognize such Transfer not later than the end of the calendar month during which it is given notice of such Transfer; provided that, if the Company is given notice of a Transfer at least ten (10) Business Days prior to the Transfer, the Company shall recognize such Transfer as of the date of such Transfer, and *provided* further that if the Company does not receive a notice stating the date such Interest has been Transferred and such other information as the Tax Matters Member may reasonably require within thirty (30) days after the end of the Allocation Year during which the Transfer has occurred, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, is the owner of the Interest on the last day of such Allocation Year. Neither the Company nor any Manager or Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 10.7, whether or not the Manager, the Tax Matters Member or the Company has knowledge of any Transfer of ownership of any Interest.

ARTICLE XI

[Intentionally deleted]

ARTICLE XII

DISSOLUTION AND WINDING UP

12.1 Dissolution Events.

(a) **Dissolution.** The Company shall dissolve and shall commence winding up and liquidating upon the first to occur of any of the following (each a “**Dissolution Event**”):

- (i) The Bankruptcy of the Company;
- (ii) The sale of all or substantially all of the Properties;
- (iii) The unanimous vote of the Members to dissolve, wind up, and liquidate the Company; or
- (iv) The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company or the Delaware Court of Chancery has entered a decree pursuant to Section 18-802 of the Act, and such decree has become final.

The Members hereby agree that, notwithstanding any provision of the Act, the dissolution, retirement, resignation, expulsion or Bankruptcy of any Member as a Member or the transferees of either of them, shall not constitute a Dissolution Event or otherwise result in the dissolution of the Company and the Company shall not dissolve prior to the occurrence of a Dissolution Event.

(b) **Reconstitution.** If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Dissolution Event, then within ninety (90) days after such determination (the "**Reconstitution Period**"), the Members may elect to reconstitute the Company and continue its business on the same terms and conditions set forth in this Agreement by forming a new limited liability company on terms identical to those set forth in this Agreement. Unless such an election is made within the Reconstitution Period, the Company shall liquidate and wind up its affairs in accordance with Section 12.2. If such an election is made within the Reconstitution Period, then:

(i) The reconstituted limited liability company shall continue until the occurrence of a Dissolution Event as provided in Section 12.1(a); and

(ii) Unless otherwise agreed to by all of the Members, the Certificate and this Agreement shall automatically constitute the Certificate and Agreement of such new Company. All of the assets and liabilities of the dissolved Company shall be deemed to have been automatically assigned, assumed, conveyed and transferred to the new Company. No bond, collateral, assumption or release of any Member's or the Company's liabilities shall be required;

provided that the right of the Members to select successor Managers and to reconstitute and continue the business of the Company shall not exist and may not be exercised unless the Company has received an opinion of counsel selected by AWP reasonably satisfactory to the Special Purpose Manager that the exercise of the right would not result in the loss of limited liability of any Member and neither the Company nor the reconstituted limited

liability company would cease to be treated as a partnership for federal income tax purposes upon the exercise of such right to continue and that none of the Members or their Affiliates would recognize gain or taxable income upon such reconstitution.

12.2 Winding Up.

Upon the occurrence of (i) a Dissolution Event or (ii) the determination by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Dissolution Event (unless the Company is reconstituted pursuant to Section 12.1 (b) hereof), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Manager or Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Managers and Members until such time as the Properties have been distributed pursuant to this Section 12.2 and the Certificate has been canceled pursuant to the Act. The Liquidator shall be responsible for overseeing the winding up and dissolution of the Company, which winding up and dissolution shall be completed within ninety (90) days of the occurrence of the Dissolution Event or within ninety (90) days after the last day on which the Company may be reconstituted pursuant to Section 12.1(b) hereof, as the case may be. The Liquidator shall take full account of the Company's liabilities and Properties and shall cause the Properties or the proceeds from the sale thereof (as determined pursuant to Section 12.10), to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, in the following order:

(a) First, to creditors (including Members and Managers who are creditors, including pursuant to Section 5.4, to the extent otherwise permitted by law) in satisfaction of all of the Company's Debts and other liabilities including any claims and obligations as required by Section 18-804(b) of the Act (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities for distribution to Members and former Members under Section 18-601 or 18-604 of the Act;

(b) Second, to Members and former Members of the Company in satisfaction of liabilities for distribution under Sections 18-601 or 18-604 of the Act; and

(c) The balance, if any, to the Members in accordance with the positive balances in their Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

No Member or Manager shall receive additional compensation for any services performed pursuant to this Article XII.

12.3 Alternative Methods of Distributions.

(a) In the discretion of the Liquidator, a pro rata portion of the distributions that may otherwise be made to the Members pursuant to this Article XII may be:

(i) Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator subject to Section 12.2(a), in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 12.2; or

(ii) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise); provided that such withheld amounts shall be distributed to the Members as soon as practicable.

The portion of the distributions that would otherwise have been made to each Member that is instead withheld to provide a reserve pursuant to Section 12.3(a) shall be determined in the same manner as the expense or deduction would have been allocated if the Company had realized an expense equal to such amounts immediately prior to distributions being made pursuant to Section 12.2.

12.4 Rights of Members.

Except as otherwise provided in this Agreement, each Member shall look solely to the Properties of the Company for the return of its Capital Contribution. If the assets of the Company remaining after payment or discharge of the debts or liabilities of the Company are insufficient to return such Capital Contribution, the Members shall have no recourse against the Company or any other Member or Manager.

12.5 Notice of Dissolution/Termination.

(a) In the event a Dissolution Event occurs [or an event occurs that would, but for provisions of Section 12.1, result in a dissolution of the Company], the Manager shall, within thirty (30) days thereafter, provide written notice thereof to each Member and to all other parties with whom the Company regularly conducts business (as determined in the discretion of the Manager) and shall publish notice thereof in a newspaper of general circulation in each place in which the Company regularly conducts business (as determined in the discretion of the Manager).

(b) Upon completion of the distribution of the Company's Properties as provided in this Article XII, the Company shall be terminated, and the Liquidator shall

cause the filing of the Certificate of Cancellation pursuant to Section 18-203 of the Act and shall take all such other actions as may be necessary to terminate the Company.

12.6 Allocations During Period of Liquidation.

During the period commencing on the first day of the Allocation Year during which a Dissolution Event occurs and ending on the date on which all of the assets of the Company have been distributed to the Members pursuant to Section 12.2 (the "**Liquidation Period**"), the Members shall continue to share Profits, Losses, gain, loss and other items of Company income, gain, loss or deduction in the manner provided in Article III hereof but no distributions shall be made to the Members during such Liquidation Period other than in accordance with Section 12.2.

12.7 Character of Liquidating Distributions.

All payments made in liquidation of the interest of a Member in the Company shall be made in exchange for the interest of such Member in Properties pursuant to Section 736(b)(1) of the Code, including the interest of such Member in the goodwill of the Company.

12.8 The Liquidator.

(a) **Definition.** The "**Liquidator**" shall mean the Manager or if the Manager is unable or unwilling to assume the responsibilities of the Liquidator, then the Liquidator shall be a Person elected by the Members holding a majority of the Interest based on the balance of each Member's Capital Account as of the close of business the day before the day of determination.

(b) **Fees.** If the Liquidator is other than the Manager, the Company is authorized to pay a reasonable fee to the Liquidator for its services performed pursuant to this Article XII and to reimburse the Liquidator for its reasonable costs and expenses incurred in performing those services.

(c) **Indemnification.** Subject to Section 7.2, the Company shall indemnify, save harmless, and pay all judgments and claims against such Liquidator (other than the Manager which shall be indemnified under Section 7.1) or any officers, directors, agents or employees of such Liquidator relating to any Damages incurred by reason of any act performed or omitted to be performed by such Liquidator, or any officers, directors, agents or employees of such Liquidator in connection with the liquidation of the Company, including reasonable attorneys' fees incurred by such Liquidator, officer, director, agent or employee in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, except to the extent

such liability or damage is caused by the fraud, intentional misconduct of, or a knowing violation of the laws by, such Liquidator which was material to the cause of action.

12.9 Form of Liquidating Distributions.

For purposes of making distributions required by Section 12.2 hereof, the Liquidator may determine whether to distribute all or any portion of the Properties in-kind or to sell all or any portion of the Properties and distribute the proceeds therefrom.

ARTICLE XIII

CERTAIN REPRESENTATIONS AND COVENANTS

Each Member and its Permitted Transferee represents and covenants to the Company and the other Members as follows:

13.1 The Member (A) is an "Accredited Investor", (B) is aware that the sale of the Interest to it is being made in reliance on the exemption from registration provided by Section 4(2) of the Securities Act and (C) is acquiring the Interest for its own account by exercising its sole investment discretion. The Member has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Interest, and the Member is able to bear the economic risk of its investment indefinitely.

13.2 The Member understands that the Interest is being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, the Interest has not been and will not be registered under the Securities Act, and, if in the future the Member decides to offer, resell, pledge or otherwise transfer the Interest, such Interest may be offered, resold, pledged or otherwise transferred only in accordance with the legend set forth on the cover of this Agreement. The Member acknowledges that no representation is made by the Company, other Members, the Manager or the Special Purpose Manager, as to the availability of any exemption under the Securities Act or any state securities laws for resale of the Interest.

13.3 The Member understands that an investment in the Interest involves certain risks, including the risk of loss of a substantial part of its investment under certain circumstances. The Member has had access to such financial and other information concerning the Company, other Members, the Manager or the Special Purpose Manager, and the Interest as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Interest, including an opportunity to ask questions of and request information from the Company.

13.4 In connection with the purchase of the Interest: (i) none of the Company, other Members, the Manager or the Special Purpose Manager is acting as a fiduciary or financial or investment adviser for the Member; (ii) the Member is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Company, other Members, the Manager or the Special Purpose Manager other than those set forth in this Agreement; (iii) none of the Company, other Members, the Manager or the Special Purpose Manager has given to the Member (directly or indirectly through any other person) any assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (including legal, regulatory, tax, financial, accounting, or otherwise) of its purchase or the documentation for the Interest; (iv) the Member has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the documentation for the Interest) based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Company, other Members, the Manager or the Special Purpose Manager; (v) the Member is purchasing the Interest with a full understanding of all of the terms, conditions and risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; and (vi) the Member is a sophisticated investor familiar with transactions similar to its investment in the Interest.

13.5 The Member understands that the Interest may not at any time be held by or on behalf of a Person that is not an “Accredited Investor.”

13.6 The Member will not, at any time, offer to buy or offer to sell the Interest by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

ARTICLE XIV MISCELLANEOUS

14.1 Notices.

Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been given for all purposes when the same is actually received, and shall be addressed as

follows, or to such other address as such Person may from time to time specify by notice to the Members and the Managers:

- (a) If to the Company, to the address determined pursuant to Section 1.4;
- (b) If to a Member, to the address set forth in Section 2.1; and
- (c) If to the Manager:

Allied Waste North America, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260
Attention: General Counsel

With copies to:

Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10006
Attention: Craig Miller

14.2 Binding Effect.

Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Managers and Members and their respective successors, transferees and assigns.

14.3 Construction.

Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member or Manager.

14.4 Headings.

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

14.5 Severability.

Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of

this Section 13.5 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Member or Manager to lose the material benefit of its economic bargain.

14.6 Incorporation by Reference.

Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is not incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

14.7 Governing Law.

The laws of the State of Delaware without regard to its conflict of law principles shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

14.8 Waiver of Jury Trial.

Each of the Members irrevocably waives to the extent permitted by law, all rights to trial by jury and all rights to immunity by sovereignty or otherwise in any action, proceeding or counterclaim arising out of or relating to this Agreement.

14.9 Counterpart Execution.

This Agreement may be executed in any number of counterparts with the same effect as if all of the Members and Managers had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

14.10 Specific Performance.

Each Member and Manager agrees with each Member and Manager that the Members and Managers would be irreparably damaged if the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members and Managers may be entitled, at law or in equity, the nonbreaching Members and Managers shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

14.11 Consent to Jurisdiction.

Each Member and Manager (i) irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any New York

State Court located in the Borough of Manhattan in New York City and of any appellate court from any thereof in any action arising out of this Agreement, (ii) agrees that all claims in such action may be decided in such court, (iii) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (iv) consents to the service of process by mail. A final judgment in any such action shall be conclusive and may be enforced in other jurisdictions.

14.12 Nature of Interest.

Each Member, the Manager and the Special Purpose Manager acknowledges and agrees that each Interest is a “security” governed by Article 8 of the UCC.

IN WITNESS WHEREOF, the parties have executed and entered into this Limited Liability Company Agreement of the Company as of the day first above set forth.

[signatures follow on separate pages]

American Ref-Fuel Company of Southeastern
Connecticut,
as Member

By: /s/ William R. Reynolds

Name: William R. Reynolds

Title: Vice President - Treasurer

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF S LEASING COMPANY, LLC.

Allied Waste North/America, Inc., as
Member

By: /s/ Steve Helm _____

Name: Steve Helm

Title: Secretary

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF S LEASING COMPANY, LLC AND IS EXECUTED BY THE PARTY NAMED ABOVE IN ITS CAPACITY AS A MEMBER.

Allied Waste North America, Inc.,
as Manager

By: /s/ Steve Helm

Name: Steve Helm

Title: Secretary

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF S LEASING COMPANY, LLC.

American Ref-Fuel Company of Southeastern
Connecticut,
as Special Purpose Manager

By: /s/ William R. Reynolds

Name: William R. Reynolds

Title: Vice President - Treasurer

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF S LEASING COMPANY, LLC.

**FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
S LEASING COMPANY, LLC**

THIS FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT OF S LEASING COMPANY, LLC (this "Amendment") is made and entered into effective as of May 1, 2002, by and among Allied Waste North America, Inc., a Delaware corporation ("Allied"), BFI Energy Systems of Southeastern Connecticut, Inc., a Delaware corporation ("BFI SB Connecticut Inc.") and BFI Energy Systems of Southeastern Connecticut, L.P., a Delaware limited partnership ("BFI SB Connecticut L.P.").

RECITALS

WHEREAS, S Leasing Company, LLC (the "Company") was formed as a Delaware limited liability company upon the filing of its Certificate of Formation with the Secretary of State of the State of Delaware on December 14, 2000. The business and affairs of the Company, and the rights, privileges, duties, obligations and relationship of its Members are governed by that certain Limited Liability Company Agreement of S Leasing Company, LLC dated effective as of April 30, 2001 (the "Operating Agreement"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings given those terms in the Operating Agreement;

WHEREAS, pursuant to a Permitted Transfer effective April 30, 2002, American Ref-Fuel Company of Southeastern Connecticut, a Connecticut general partnership ("Ref-Fuel Company"), transferred to BFI SE Connecticut Inc. and BFI SE Connecticut L.P. all of its Interest in the Company, with BFI SE Connecticut Inc. and BFI SE Connecticut L.P. thereby becoming substituted Members with respect to such Interest; and

WHEREAS, the parties desire to amend certain provisions of the Operating Agreement as described herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, received to the full satisfaction of each of them, the parties agree as follows:

AGREEMENT

1. Substituted Members. Except as contained in Section 2.1 of the Operating Agreement, each and every instance where the name "American Ref-Fuel Company of Southeastern Connecticut" appears in the Operating Agreement is hereby amended to read "BFI Energy Systems of Southeastern Connecticut, me. and BFI Energy Systems of Southeastern Connecticut, L.P." Each and every instance where the defined term "Ref-Fuel Company" appears in the Operating Agreement is hereby amended to read "BFI SE Connecticut Inc. and BFI SE Connecticut L.P."

2. Amendment of Introductory Paragraph. The introductory paragraph of the Operating Agreement is hereby amended in its entirety to read as follows:

"This LIMITED LIABILITY COMPANY AGREEMENT of S Leasing Company, LLC is entered into and shall be effective as of April 30, 2001, by and among BFI Energy Systems of Southeastern Connecticut, Inc., a Delaware corporation ("**BFI SE Connecticut Inc.**"); BFI Energy Systems of Southeastern Connecticut, L.P., a Delaware limited partnership ("**BFI SE Connecticut L.P.**"); and Allied Waste North America, Inc., a Delaware corporation ("**AWP**"), each of which has executed this Agreement as a Member and, in the case of AWP, as the Manager and, in the case of BFI SE Connecticut L.P., as the Special Purpose Manager, on the following terms and conditions:"

3. Amendment of Section 1.3(a). Section 1.3(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

"(a) The purposes of the Company are limited solely (i) to acquiring, owning, leasing, managing, conserving, maintaining, protecting, servicing and selling, transferring, pledging or hypothecating or otherwise disposing of investments in Garbage Trucks and Other Assets which, when held by the Company shall be held by the Company solely for lease to third parties, (ii) to lending Company funds, in excess of funds necessary to pay liabilities, to the Company's Affiliates on terms no less favorable to the Company than those that would have been entered into with unrelated third parties, (iii) to acquiring, owning, holding, investing, reinvesting, selling, encumbering and otherwise dealing with personal property of every kind and description, and (iv) to engaging in activities incidental to the purposes set forth in clauses (i), (ii) and (iii)."

4. Amendment of Section 1.10. Section 1.10 of the Operating Agreement is hereby amended as follows:

a. The definition of "Affiliate" is hereby amended in its entirety to read as follows:

"**Affiliate**" means, with respect to any Person, an "affiliate" within the meaning of Rule 12b-2 of the Securities Exchange Act of 1934, as amended."

b. The definition of "Call Option" is hereby deleted in its entirety.

c. The definition of "Liquidation Period" is hereby amended in its entirety to read as follows:

"**Liquidation Period**" has the meaning set forth in Section 12.6."

d. The definition of "Liquidator" is hereby amended in its entirety to read as follows:

"**Liquidator**" has the meaning set forth in Section 12.8(a)."

e. The definition of "Put Option" is hereby deleted in its entirety.

f. The definition of "Redemption" is hereby deleted in its entirety.

- g. The definition of “Responsible Administrative Officers” is hereby amended in its entirety to read as follows:
 “**Responsible Administrative Officers**” has the meaning set forth in Section 5.4(c).”
- h. The definition of “Responsible Participating Officers” is hereby amended in its entirety to read as follows:
 “**Responsible Participating Officers**” has the meaning set forth in Section 5.4(c).”
- i. The definition of “Special Purpose Manager” is hereby amended in its entirety to read as follows:
 “**Special Purpose Manager**” means BFI SE Connecticut L.P. or any transferee of BFI SE Connecticut L.P.’s entire interest as a member in the Company as constituted at the time of the Transfer.”

5. Amendment of Section 2.1. A new footnote is hereby added to Section 2.1 of the Operating Agreement immediately following the reference to “American Ref-Fuel Company of Southeastern Connecticut”, which footnote shall read as follows:

“¹ Pursuant to a Permitted Transfer effective as of April 30, 2002, American Ref-Fuel Company of Southeastern Connecticut, a Connecticut general partnership, transferred (i) a 1.98% Interest in the Company to BFI Energy Systems of Southeastern Connecticut, Inc. and (ii) a 97.02% Interest in the Company to BFI Energy Systems of Southeastern Connecticut, L.P. Concurrently with such Permitted Transfer, BFI Energy Systems of Southeastern Connecticut, Inc. and BFI Energy Systems of Southeastern Connecticut, L.P. were each admitted as substituted Members of the Company with respect to the respective Interests transferred to each of them by American Ref-Fuel Company of Southeastern Connecticut. The address of both BFI Energy Systems of Southeastern Connecticut, Inc. and BFI Energy Systems of Southeastern Connecticut, L.P. is 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260, Attention: General Counsel, Facsimile No.: (480) 627-2703.”

6. Amendment of Section 3.3(b). The reference to Section 3.3(a) in the last sentence of Section 3.3(b) of the Operating Agreement is hereby amended to read “Section 3.3(b)”.

7. Amendment of Section 3.3(c). The reference to Section 3.3(b) in the last sentence of Section 3.3(c) of the Operating Agreement is hereby amended to read “Section 3.3(c)”.

8. Amendment of Section 3.3(d). The two references to Section 3.3(c) in Section 3.3(d) of the Operating Agreement are each hereby amended to read “Section 3.3(d)”.

9. Amendment of last subsection of Section 3.3. The caption for the last subsection of Section 3.3 of the Operating Agreement is hereby amended to read “**(e) Gross Income Allocation**”. The two references to Section 3.3(d) in the last subsection of Section 3.3 of the Operating Agreement are each hereby amended to read “Section 3.3(e)”.

10. **Amendment of Section 3.4.** The first sentence of Section 3.4 of the Operating Agreement is hereby amended in its entirety to read as follows:

“The allocations set forth in Sections 3.3(a), 3.3(b), 3.3(c), 3.3(d) and 3.3(e) (the “**Regulatory Allocations**”) are intended to comply with certain requirements of the Regulations.”

11. **Amendment of Section 3.5(a).** Section 3.5(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Tax Matters Member using any permissible method under Code Section 706 and the Regulations thereunder.”

12. **Amendment of Section 4.1.** Section 4.1 of the Operating Agreement is hereby amended in its entirety to read as follows:

“**4.1 Distributions.** The Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, in such amounts and at such times as the Manager and the Special Purpose Manager shall unanimously agree.”

13. **Amendment of Section 5.4(a).** Section 5.4(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(a) The Manager and Special Purpose Manager shall cause the Company to conduct its business and operations separate and apart from that of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, including, without limitation, (i) maintaining books and financial records of the Company separate from the books and financial records of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to authorization of the Members as required under this Agreement, (ii) causing the Company to pay its liabilities only from available assets of the Company, and (iii) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.”

14. **Amendment of Section 5.4(e).** Section 5.4(e) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(e) [Intentionally deleted]”.

15. Amendment of Section 6.2(d). The reference to Section 6.3 in Section 6.2(d) of the Operating Agreement is hereby amended to read "Section 6.2". The reference to Section 13.1 in Section 6.2(d) of the Operating Agreement is hereby amended to read "Section 14.1".

16. Amendment of Section 6.9(b). Section 6.9(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

"(b) [Intentionally deleted]".

17. Amendment of Section 6.9(j). Section 6.9(j) of the Operating Agreement is hereby amended in its entirety to read as follows:

"(j) [Intentionally deleted]".

18. Amendment of Section 8.2(b). Section 8.2(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

"(b) **Reports**. The Manager and the Special Purpose Manager, as the case may be, shall cause to be delivered to each Member such reports as any Member may reasonably request from time to time."

19. Amendment of Section 8.3(a). The first sentence of Section 8.3(a) of the Operating Agreement is hereby amended to read as follows:

"The Tax Matters Member shall be permitted to, without any further consent of the Members being required (except as specifically required herein) but after first obtaining the prior written consent of the Special Purpose Manager, make any and all elections at its sole discretion for federal, state and local tax purposes."

20. Amendment of Section 10.2(b). Section 10.2(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

"(b) **BFI SE Connecticut Inc. and BFI SE Connecticut L.P.** Subject to the conditions and restrictions set forth in Section 10.3, BFI SE Connecticut Inc. and BFI SE Connecticut L.P. and any of their successors or transferees may at any time Transfer all or any portion of their respective Interest to (a) any of their Affiliates, or (b) any Person approved by all of the Members."

21. Amendment of Section 10.2(c). Section 10.2(c) of the Operating Agreement is hereby amended in its entirety to read as follows:

"(c) [Intentionally deleted]".

22. Amendment of Section 10.3. The first paragraph of Section 10.3 of the Operating Agreement is hereby amended to read as follows:

"A Transfer shall not be treated as a Permitted Transfer under Section 10.2 hereof unless and until the following conditions are satisfied:"

23. Amendment of Section 14.1. Clause (c) of Section 14.1 of the Operating Agreement is hereby amended to read as follows:

“(c) If to the Manager:

Allied Waste North America, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260
Attention: General Counsel”.

24. Amendment of Section 14.11. Clause (i) of Section 14.11 of the Operating Agreement is hereby amended to read as follows:

“(i) irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Arizona and any Arizona State Court located in Maricopa County, Arizona and of any appellate court from any thereof in any action arising out of this Agreement.”.

25. Effect of this Amendment. Except as expressly set forth in this Amendment, all other terms and provisions of the Operating Agreement remain in full force and effect.

26. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Allied Waste North America, Inc.

By: /s/ DW Slager
Its: Vice President, Operations

BFI Energy Systems of Southeastern Connecticut, Inc.

By: /s/ DW Slager
Its: President

BFI Energy Systems of Southeastern Connecticut, L.P.

By: /s/ DW Slager
Its: President of the
General Partner

Approved as to form:

/s/ Jo Lynn White
Jo Lynn White, Counsel

Filing Requirements — Present 2 originally signed and fully executed copies in exact duplicate

For Inserts — Use White Paper — Size 8 1/2 x 11

(Do not write in this space)

Date Paid	10-15-86
Initial License Fee	\$.50
Franchise Tax	\$ 25.00
Filing Fee	\$ 75.00
Clerk	100.50

TO: JIM EDGAR, Secretary of State

I/We, the incorporator(s), being one or more natural persons of the age of twenty-one years or more or a corporation for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of incorporation:

ARTICLE ONE The name of the corporation is: Saline County Landfill, Inc.

ARTICLE TWO The name and address of the initial registered agent and registered office are:

Registered Agent	Charles E. Fitzpatrick, Sr.		
	<i>First Name</i>	<i>Middle Name</i>	<i>Last Name</i>
Registered Office	427 South Granger		
	<i>Number</i>	<i>Street</i>	<i>(Do not use P. O. Box)</i>
	Harrisburg,	62946	Saline
	<i>City</i>	<i>Zip Code</i>	<i>County</i>

ARTICLE THREE The duration of the corporation is perpetual OR _____ years.

ARTICLE FOUR The purposes for which the corporation is organized are: To own and operate landfills for disposal of refuse and any other legitimate purpose allowable under the Business Corporation Act.

ARTICLE FIVE Paragraph 1: The class, number of shares, the par value, if any, of each class which the corporation is authorized to issue, the number the corporation proposes to issue without further report to the Secretary of State, and the consideration (*expressed in dollars*) to be received by the corporation therefor, are:

Class	Series	*Par Value per share	Number of shares authorized	Number of shares to be issued	Total consideration to be received therefor
One	A	\$NPV	1,000	1,000	\$1,000.00
				Total	\$1,000.00

*(Use NPV if no Par Value)

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are: None.

ARTICLE SIX The corporation will not commence business until at least one thousand dollars has been received as consideration for the issuance of shares.

ARTICLE SEVEN The number of directors to be elected at the first meeting of the shareholders is 3

ARTICLE EIGHT (Complete EITHER A or B)

- A. All the property of the corporation is to be located in this State and all of its business is to be transacted at or from places of business in this State, or the incorporator(s) elect to pay the initial franchise tax on the basis of the entire consideration to be received for the issuance of shares.
- B. Paragraph 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be \$ _____
 Paragraph 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 Paragraph 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be \$ _____
 Paragraph 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be: \$ _____

I/WE the incorporator(s) declare that I/we have examined the foregoing Articles of Incorporation and that the statements contained therein are, to the best of my/our knowledge and belief, true, correct and complete. Executed this 7th day of October, 1986.

(Signatures must be in ink. Carbon copy, xerox or rubber stamp signatures are not acceptable.)

NOTE: If a corporation acts as incorporator the name of the corporation and the state of incorporation shall be shown and the execution must be by its President or Vice-President and verified by him, and the corporate seal shall be affixed and attested by its Secretary or an Assistant Secretary.

Signature and Names	Post Office Address
1. <u>/s/ Charles F. Fitzpatrick Sr.</u> Signature <u>Charles F. Fitzpatrick Sr.</u> Name (please print)	1. <u>427 South Granger</u> Street <u>Harrisburg, IL 62946</u> City/Town State Zip
2. <u>/s/ Daniel J. Hanson Sr.</u> Signature <u>Daniel J. Hanson Sr.</u> Name (please print)	2. <u>427 South Granger</u> Street <u>Harrisburg, IL 62946</u> City/Town State Zip
3. <u>/s/ Charles F. Fitzpatrick Jr.</u> Signature <u>Charles F. Fitzpatrick Jr.</u> Name (please print)	3. <u>427 South Granger</u> Street <u>Harrisburg, IL 62946</u> City/Town State Zip

FORM BCA-47

ARTICLES OF INCORPORATION
under the
BUSINESS CORPORATION ACT

For determination of proper fees please consult The Business Corporation Act.

FILED
OCT 15 1986
JIM EDGAR
SECRETARY OF STATE
PAID
OCT 15 1986
RETURN TO:
Corporation Department
Secretary of State
Springfield, Illinois 62756
Telephone (217) 782-6961

AMENDED AND RESTATED BYLAWS
OF
SALINE COUNTY LANDFILL, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



State of California
Kevin Shelley
Secretary of State

File # 200504510230

ENDORSED — FILED
In the office of the Secretary of State
of the State of California

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

FEB - 9 2005

KEVIN SHELLEY
Secretary of State

A \$70.00 filing fee must accompany this form.

This Space For Filing Use Only

IMPORTANT — Read instructions before completing this form.

ENTITY NAME (End the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

- 1. NAME OF LIMITED LIABILITY COMPANY
San Diego Landfill Systems, LLC

PURPOSE (The following statement is required by statute and may not be altered.)

- 2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

- 3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

C T Corporation System

- 4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA

CITY STATE ZIP CODE
CA

MANAGEMENT (Check only one)

- 5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- ONE MANAGER
- MORE THAN ONE MANAGER
- ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

- 6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

- 7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

/s/ Steven M. Helm
SIGNATURE OF ORGANIZER

February 8, 2005
DATE

Steven M. Helm
TYPE OR PRINT NAME OF ORGANIZER

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned.)

- 8. NAME Elaine Kuether
- FIRM Allied Waste Industries, Inc.
- ADDRESS 15880 N Greenway-Hayden Loop, Suite 100
- CITY/STATE/ZIP Scottsdale, AZ 85260



**OPERATING AGREEMENT OF
SAN DIEGO LANDFILL SYSTEMS, LLC**

This Operating Agreement is executed as of February 9, 2005, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is San Diego Landfill Systems, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under California law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of California shall be CT Corporation System, 818 W 7th Street, Los Angeles, California 90017, County of Los Angeles. The registered office may be changed to any other place within the State of California upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in California are CT Corporation System, 818 W 7th Street, Los Angeles, California 90017. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in California, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of California. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 17351 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 17351 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the California Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the California Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 **Additional Documents.** Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 **California Law.** The laws of the State of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 **Glossary.** For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“**Act**” means the Beverly-Killea Limited Liability Company Act, as set forth in Cal. Code Ann. Tit. 1, § 17000, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“**Agreement**” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“**Capital Contribution**” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“**Certificate of Formation**” has the meaning given that term in Section 1.9 hereof.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

AUG 18 1997

/s/ Bill Jones
BILL JONES, Secretary of State

ARTICLES OF INCORPORATION
OF
San Marcos NCRRF, Inc.

FIRST: That the name of the corporation is San Marcos NCRRF, Inc.

SECOND: The name of this corporation's initial agent for service of process in the State of California is:

C T CORPORATION SYSTEM

THIRD: This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is: One Thousand (1,000).

FOURTH: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession, permitted to be incorporated by the California Corporations Code.

FIFTH: The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California.

IN WITNESS WHEREOF, the undersigned has executed these Articles this Aug. 15, 1997

/s/ Janice L. Rockey
Incorporator

**BYLAWS OF
SAN MARCOS NCRRE, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 7201 East Camelback Road, Suite #375, Scottsdale, Arizona, 85251. The Corporation may also have offices and branch offices at such other places within and without the State of California as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of California as may be selected by the Board of Directors or the Executive Committee. If the Board of Directors or Executive Committee fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of California or in the city or county in the State of California in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the meeting may be reconvened at any place within or without the State of California, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of California as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of

shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of California or in the city or county in the State of California in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the

Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of California) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of

the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation. The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and

exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or

nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the General Corporation Law of California.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "California." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/24/1999
991257255 — 3061008

CERTIFICATE OF FORMATION
OF
LIBERTY WASTE SERVICES HOLDINGS, L.L.C.
A Limited Liability Company

FIRST: The name of the limited liability company is:

Liberty Waste Services Holdings, L.L.C.

SECOND: The address of the limited liability company's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THE UNDERSIGNED, being the individual forming the limited liability company, has executed, signed and acknowledged this Certificate of Formation this 24th day of June, 1999.

/s/ Cindy Sabish
Cindy Sabish, Authorized Person

CERTIFICATE OF AMENDMENT

OF

LIBERTY WASTE SERVICES HOLDINGS, L.L.C.

1. The name of the limited liability company is Liberty Waste Services Holdings, L.L.C.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Liberty Waste Services Holdings, L.L.C. this 24th day of July, 2000.

/s/ J. L. White

J. L. WHITE

AUTHORIZED PERSON

CERTIFICATE OF AMENDMENT
OF
LIBERTY WASTE SERVICES HOLDINGS, L.L.C.

1. The name of the limited liability company is Liberty Waste Services Holdings, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
The name of the limited liability company is Sand Valley Holdings, L.L.C.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Liberty Waste Services Holdings, L.L.C. this 14th day of August, 2000.

/s/ Donald W. Slager
Donald W. Slager, Executive Vice President

**AMENDED AND RESTATED OPERATING AGREEMENT OF
LIBERTY WASTE SERVICES HOLDINGS, L.L.C.**

This Operating Agreement is executed as of July 7, 2000, by Browning-Ferris Industries, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Liberty Waste Services Holdings, L.L.C. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 **Additional Documents.** Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 **Delaware Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 **Glossary.** For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“**Act**” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“**Agreement**” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“**Capital Contribution**” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“**Certificate of Formation**” has the meaning given that term in Section 1.9 hereof.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager, President

EXHIBIT A

Name and Address of the Member

Browning-Ferris Industries, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
N/A

FILED
AUG 08 1989
IN THE OFFICE OF
SECRETARY OF STATE
WEST VIRGINIA
BOOK 528
PAGE 314

ARTICLES OF INCORPORATION
OF
SANDY HOLLOW LANDFILL CORP.

Article I
Name

The name of the Corporation is Sandy Hollow Landfill Corp.

Article II
Purpose

The purpose or purposes for which the Corporation is organized is to transact all lawful business for which Corporations may be organized under the West Virginia Corporation Act.

Article III
SHARES

The amount of total authorized stock of the Corporation shall be 400 shares of no par value.

Article IV
DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is one, and the name and address of the person who shall serve as Director until the first annual meeting of Stockholders or until his successor can be elected and qualified is:

LAW OFFICES
FLYNN, MAX,
MILLER & TONEY
HUNTINGTON, W.VA

BOOK 528
PAGE 315

NAME

Carlos Agüero

ADDRESS

P. O. Box 2793
Westfield, NJ 07090

Article V
REGISTERED OFFICE

5.1 REGISTERED OFFICE. The address of the initial registered office is 909 Fifth Avenue, P. O. Box 236, Huntington, West Virginia, 25707.

5.2 MAILING ADDRESS. The mailing address of the initial registered office is P.O. Box 236, Huntington, West Virginia, 25707.

5.3 AGENT. The name of the initial registered agent at the initial registered office is Bruce A. Toney.

Article VI
INCORPORATORS

The name and address of the Incorporator is as follows:

NAME

Bruce A. Toney

ADDRESS

P. O. Box 236
Huntington, WV 25707

Article VII
TERM

The term of existence of the Corporation shall be perpetual.

IN WITNESS WHEREOF, the undersigned, the Incorporator of the above-named Corporation, has hereunto signed these Articles of Incorporation on this 31st day of July, 1989.

/s/ BRUCE A. TONEY
BRUCE A. TONEY

LAW OFFICES
FLYNN, MAX,
MILLER & TONEY
HUNTINGTON, W.VA

**AMENDED AND RESTATED BYLAWS
OF
SANDY HOLLOW LANDFILL CORP
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
DRAW ACQUISITION COMPANY EIGHTEEN**

1. The name of the Corporation is Draw Acquisition Company Eighteen (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

Karen C. McConnell
3003 N. Central Avenue
Suite 2600
Phoenix, Arizona 85012

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

Larry Henk
Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
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9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 16th day of July, 1998.

/s/ Karen C. McConnell
Karen C. McConnell, Incorporator

CERTIFICATE OF AMENDMENT
OF
DRAW ACQUISITION COMPANY EIGHTEEN

DRAW ACQUISITION COMPANY EIGHTEEN, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,
DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Draw Acquisition Company Eighteen be amended by changing paragraph 1 thereof so that, as amended, said paragraph 1 shall be and read as follows:

1. The name of the corporation is Sangamon Valley Landfill, Inc. (the "Corporation"),

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Draw Acquisition Company Eighteen has caused this certificate to be signed by Steven M. Helm, its Vice President, this Eighteenth day of October, 1999.

**DRAW ACQUISITION
COMPANY EIGHTEEN**

/s/ Steven M. Helm
Steven M. Helm
Vice President

**BYLAWS
OF
DRAW ACQUISITION COMPANY EIGHTEEN
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and

the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or

disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws,

as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person

claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed,

by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with

respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the

fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

EFFECTIVE DATE
If different than date of filing:

FILED
NOV 30 1979
[ILLEGIBLE]
DIRECTOR
Michigan Department of Commerce

Date Received
NOV 28 1979

Corporation Number 012-153
(SEE INSTRUCTIONS ON REVERSE SIDE)

ARTICLES OF INCORPORATION
(Domestic Profit Corporation)

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284. Public Acts of 1972, as amended, as follows:

ARTICLE I (See Part 1 of instructions on Page 4.)

The name of the corporation is Sanitary Disposal Service, Inc.

ARTICLE II (See Part 2 of instructions on Page 4.)

(if space below is insufficient, continue on Page 3.)

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized capital stock is:

1.	Common Shares	5.000	Par Value Per Share	\$ 10.00
	Preferred Shares	-0-	Par Value Per Share	\$ -0-

and/or shares without par value as follows (See Part 3 of instructions on Page 4.)

2.	Common Shares	-0-	Stated Value Per Share	\$ -0-
	Preferred Shares	-0-	Stated Value Per Share	\$ -0-

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:
(if space below is insufficient, continue on Page 3.)

SEAL APPEARS ONLY ON ORIGINAL

ARTICLE IV

1. The address of the initial registered office is: (See Part 4 of instructions) on Page 4.)

2645 E. Middle Lake Road, NO. AND STREET	Twin Lake, CITY	Michigan	49457 ZIP
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2. Mailing address of the initial registered office if different than above (See Part 4 of instructions on Page 4.)

Same		Michigan	
P. O. BOX	CITY		ZIP

3. The name of the initial resident agent at the registered office is:

Theodore J. Stoerman

ARTICLE V (See Part 5 of instructions on Page 4.)

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Theodore J. Stoerman	2645 E. Middle Lake Road, Twin Lake, MI 49457
Elaine M. Stoerman	2645 E. Middle Lake Road, Twin Lake, MI 49457

ARTICLE VI OPTIONAL (Delete Article VI if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII OPTIONAL (Delete Article VII if not applicable.)

Any action required or permitted by this act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

SEAL APPEARS ONLY ON ORIGINAL

(Use space below for continuation of previous Articles and/or for additional Articles.)

Please indicate which article you are responding to and/or insert any desired additional provisions authorized by the act by adding additional articles here.

I (We), the incorporator(s) sign my (our) name(s) this 27th day of November 1979.

/s/ Theodore J. Stoerman

Theodore J. Stoerman

/s/ Elaine M. Stoerman

Elaine M. Stoerman

(INSTRUCTIONS ON PAGE 4)

SEAL APPEARS ONLY ON ORIGINAL

**BYLAWS
OF
SANITARY DISPOSAL SERVICE, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Bingham Farms, Michigan.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Michigan as the Board of Directors may from time to time determine or the business of the Corporation may require.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Michigan, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative

vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or without the State of Michigan. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may

be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. The consent has the same effect as a vote of the Board of Directors or of any committee for all purposes.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with attendance at Board stockholder meetings, and shall receive such other compensation as determined by the stockholders from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their

relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President, one or more Vice Presidents, a Secretary and a Treasurer. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), an Executive Vice President and one or more Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own

securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the

stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if

there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that

may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Michigan". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Articles of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Articles of Incorporation, all such amendments must be approved by

either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

(Please do not write in spaces below — for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU							
EFFECTIVE DATE if different than date of filing:							Date Received SEP 08 1983
FILED SEP 14 1983 Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau							
CORPORATION NUMBER: 2 8 1 — 5 1 2							

ARTICLES OF INCORPORATION
Domestic Profit Corporation
 (SEE INSTRUCTIONS ON REVERSE SIDE)

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I (See Part 2 of instructions on Page 4.)

The name of the corporation is WAYNE DISPOSAL-CANTON, INC.

(See Part 3 of instructions on Page 4.)

ARTICLE II (if space below is insufficient, continue on Page 3.)

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized capital stock is:

1.	Common Shares	50,000		Par Value Per Share	\$ 1.00
	Preferred Shares			Par Value Per Share	\$
and/or shares without par value as follows (See Part 4 of instructions on Page 4.)					
	Common Shares			Stated Value Per Share	\$
2.	Preferred Shares			Stated Value Per Share	\$

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:
 (If space below is insufficient, continue on Page 3.)

There shall be one class of stock in this corporation and that shall be common stock. Each share of common stock shall be entitled to one vote per share of stock.

ARTICLE IV

1. The address of the initial registered office is: (See Part 5 of instructions on Page 4.)

331 Hampshire Court
NO. AND STREET

Dearborn
CITY

Michigan

48124
ZIP

2. Mailing address of the initial registered office. (Need not be completed unless different than above.) (See Part 5 of instructions on Page 4.)

P.O. BOX

CITY

Michigan

ZIP

3. The name of the initial resident agent at the registered office is: Michael J. Ferrantino

ARTICLE V (See Part 6 of instructions on Page 4.)

The name(s) and address(es) of the incorporator(s) is: (are) as follows:

Name	Resident or Business Address
Michael J. Ferrantino	331 Hampshire Court, Dearborn, Michigan 48124

ARTICLE VI (Delete in its entirety if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII OPTIONAL (Delete in its entirety if not applicable.)

Any action required or permitted by this act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.
Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

(Use space below continuation of previous Articles and/or for additional Article)

Please indicate which article you are responding to and/or insert any desired additional provisions authorized by the act by adding additional articles here.

I (xxx), the incorporator(x) sign my (xx) name (x) this 31st day of August 1983.

/s/ Michael J. Ferrantino
Michael J. Ferrantino

(INSTRUCTIONS ON PAGE 4)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received		ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION	(FOR BUREAU USE ONLY)
JULY 17 1996			FILED
Name	Jeffrey D. Adelman Miller, Canfield, Paddock and Stone, P. L. C.		JULY 17 1996
Address	150 West Jefferson, Suite 2500		Administrator
City	State	Zip Code	MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU
Detroit	MI	48226	EFFECTIVE DATE:

Document will be returned to the name and address you enter above

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 462, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Wayne Disposal Canton, Inc.

2. The identification number assigned by the Bureau is:

2	8	1	—	5	1	2
---	---	---	---	---	---	---

3. The location of the registered office is:

1349 [ILLEGIBLE] Street South	Ypsilanti	Michigan	48197
(Street Address)	(City)		(ZIP Code)

4. Article VII of the Articles of Incorporation is hereby Amended to read as follows:

ARTICLE VII

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. However, this provision does not eliminate or limit the liability of a director for any of the following:

- (a) any breach of the director's duty of loyalty to the corporation or its shareholders;
- (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (c) a violation of Section 551(1) of the Michigan Business Corporation Act (the "Act");
- (d) a transaction from which the director derived an improper personal benefit; or
- (e) an act or omission occurring prior to the date this Article becomes effective.

Any repeal, amendment or other modification of this Article VIII shall not increase the liability or alleged liability of any director of the corporation then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts. If the Act is subsequently amended to authorize corporate action further eliminating or limiting personal liability of directors, then the liability of directors shall be eliminated or limited to the fullest extent permitted by the Act as so amended.

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b) DO NOT COMPLETE BOTH.

a. o The foregoing amendment to the Articles of incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19 _____.

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

b. The foregoing amendment to the Articles of Incorporation was duly adopted on the 6th day of December, 1994. The amendment: (check one of the following)

- was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.
- was duly adopted by the written consent of all directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.
- was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders who have not consented in writing has been given.
(Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 12 day of July, 1996

By /s/ Jerry Fore
(Only Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

Jerry Fore
(Type or Print Name)

Vice President
(Type or Print Title)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received:
MAR 16 1998

ADJUSTED PURSUANT TO
TELEPHONE AUTHORIZATION

(FOR BUREAU USE ONLY)

PH. 517-663-2525 Ref #81639
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 266
Eaton Rapids, MI. 48827-0266

FILED
MAR 17 1998
Administrator
MI DEPT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following certificate:

1. The present name of the corporation is: Wayne Disposal-Canton, Inc.

2. The identification number assigned by the Bureau is: **281-512**

3. The location of its registered office is:

c/o The Corporation Company, 30600 Telegraph Rd, Bingham Farms,

Michigan

48025

(Street Address)

(City)

(ZIP Code)

4. Article I of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is Sauk Trail Development, Inc.

5. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19____.

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on 10th day of March, 1998 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- at a meeting. The necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 10th day of March, 1998

By: /s/ D.W. Slager
(Signature of President, Vice-President, Chairperson, Vice-Chairperson)

D.W. Slager, Executive Vice President
(Type or Print Name) (Type or Print Title)

**AMENDED AND RESTATED BYLAWS
OF
SAUK TRAIL DEVELOPMENT, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may

be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee, in the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract

or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the

Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the

affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or

to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED

9 | FEB 20 PH 12:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

SCHOFIELD CORPORATION OF ORLANDO

The undersigned Incorporator, being a person competent to contract, subscribes to these Articles of Incorporation to form a Corporation for profit under the laws of the state of Florida.

ARTICLE I — Name

The name of the corporation is SCHOFIELD CORPORATION OF ORLANDO.

ARTICLE II — Principal Office

The principal office, and mailing address of the corporation is 7550 Hinson Street, Unit 8C, Orlando, Florida 32819.

ARTICLE III — Capital Stock

The maximum number of shares of stock that the corporation is authorized to issue is 10,000 shares of common stock having par value of one (\$1.00) dollar per share. The consideration to be paid for each share shall be fixed by the Board of Directors.

ARTICLE IV — Preemptive Rights

Every Shareholder, upon the sale of any additional stock of this Corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE V — Initial Registered Office and Agent

The street address of the initial registered office of this corporation is 7550 Hinson Street, Unit 8C, Orlando, Florida 32819, and the name of the initial registered agent of this corporation is Robert T. Roth.

EFFECTIVE DATE

FEB 14 1991

ARTICLE VI — Incorporator

The name and street address of the Incorporator of the corporation is:

<u>Name</u>	<u>Address</u>
Stephen L. Skipper	P.O. Box 770464 Winter Garden, Florida 34777

ARTICLE VII — Directors

The corporation shall initially have two (2) director. The method of electing (eg., cumulative, non-cumulative), removing and replacing directors shall be prescribed by the By-Laws of the corporation. The number of directors may be increased or decreased from time to time by the By-Laws of the corporation. The names and street addresses of the initial directors who shall hold office until the first annual meeting of the Stockholders of the corporation or until their successors are elected or appointed and qualified are:

<u>Name</u>	<u>Address</u>
Alexander C. Hunt	3511 Pelican Lane Orlando, FL 32803
Robert T. Roth	7550 Hinson Street Unit 8C Orlando, FL 32819

ARTICLE VIII — General Purpose

The purpose for which the corporation has been formed is: To engage in and transact any and all lawful business permitted under the laws of the State of Florida and of the United States.

ARTICLE IX — Term of Existence

The corporation shall commence its corporate existence on the date of subscription and acknowledgment of these Articles of Incorporation, and shall have perpetual existence thereafter unless dissolved according to law.

ARTICLE X — *Super Majority Rights*

The following actions must be approved by the affirmative vote of at least Eighty Five (85%) percent of the issued and outstanding voting shares of stock of the corporation:

- 1) The amendment of the articles of incorporation or by-laws of the corporation.
- 2) The authorization of additional shares of corporate stock.
- 3) The merger or consolidation of the corporation with or into any other entity, or the reorganization, recapitalization, primary or secondary offering of debt or equity securities, liquidation, or dissolution of the corporation.
- 4) The sale, lease or other transfer other than in the ordinary course of its business of any real property, or any interest therein, owned by the corporation.
- 5) Any agreement, contract, obligation, or liability, whether oral or written, formal or informal, between the corporation and any Director, any shareholder owning more than Twenty Five (25%) percent of the shares of common stock of the corporation, or affiliate or sister corporation over which any shareholder owning more than Twenty Five (25%) percent of the shares of common stock of the corporation has controlling interest (as defined in the rules and regulations of the Securities and Exchange Commission of the United States);
- 6) The incurring of any indebtedness, except for trade payables for goods and services actually received in the ordinary course of business operations; and
- 7) The guaranty of payment, performance or otherwise by any person or entity.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 14 day of February, 1991.

/s/ Stephen L. Skipper
Stephen L. Skipper

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Stephen L. Skipper as Incorporator for SCHOFIELD CORPORATION OF ORLANDO, who is known to me and is known by me to be the person who executed the foregoing Articles of Incorporation, and acknowledged before me that

he executed the same freely and voluntarily for the purposes therein stated.

This the 14th day of February, 1991.

[ILLEGIBLE]

Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission expires Oct. 2, 1994



February 24, 2010

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SCHOFIELD CORPORATION OF ORLANDO
18500 NORTH ALLIED WAY
PHOENIX, AZ 85054US

Re: Document Number S32731

The Articles of Amendment to the Articles of Incorporation for SCHOFIELD CORPORATION OF ORLANDO, a Florida corporation, were filed on February 24, 2010.

The certification requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H10000042173.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Sylvia Gilbert
Regulatory Specialist II
Division of Corporations

Letter Number: 610A00004640

P.O BOX 6327 — Tallahassee, Florida 32314

**Articles of Amendment
to
Articles of Incorporation
of**

SCHOFIELD CORPORATION OF ORLANDO

(Name of Corporation as currently filed with the Florida Dept. of State)

S32731

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

_____ n/a _____ The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

n/a

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

n/a

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

n/a

New Registered Office Address:

(Florida street address)

(City)

Florida _____
(Zip Code)

New Registered Agent's Signature, If changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

Title	Name	Address	Type of Action
	n/a		<input type="radio"/> Add <input type="radio"/> Remove
			<input type="radio"/> Add <input type="radio"/> Remove
			<input type="radio"/> Add <input type="radio"/> Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

Article X of the Articles of Incorporation is hereby deleted in its entirety.

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

n/a

The date of each amendment(s) adoption: February 23, 2010 _____

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

“The number of votes cast for the amendment(s) was/were sufficient for approval
by _____.”
(voting group)

- The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated February 24, 2010.

Signature

/s/ Eileen B. Schuler
(By a director, president or other officer - if directors or officers have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Eileen B. Schuler
(Typed or printed name of person signing)

Secretary
(Title of person signing)

**SECOND AMENDED AND RESTATED BYLAWS
OF
SCHOFIELD CORPORATION OF ORLANDO
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by 1 the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
SHOW-ME LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. **Name.** The name of the limited liability company (the "Company") formed by this instrument is "Show-Me Landfill, LLC".
2. **Registered Office; Registered Agent.** The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 21st day of November, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm, Vice President/Legal

**OPERATING AGREEMENT OF
SHOW-ME LANDFILL, LLC**

This Operating Agreement is executed as of November 21, 1997, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Show-Me Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 **Additional Documents.** Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 **Delaware Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 **Glossary.** For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“**Act**” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“**Agreement**” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“**Capital Contribution**” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“**Certificate of Formation**” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: Henry L. Hirvela
Its: Vice President

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$100.00

JIM EDGAR
Secretary of State
State of Illinois

File #

Submit in Duplicate

Payment must be made by Certified Check Cashier Check
 Illinois Attorney's Check Illinois C.P.A. Check or Money
 order payable to Secretary of State

DO NOT SEND CASH

ARTICLES OF INCORPORATION

This Space For Use By
 Secretary of State

Date	3-31-88
License Fee	\$ 5.00
Franchise Tax	\$ 25.00
Filing Fee	\$ 75.00
Clerk	105.00

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

ARTICLE ONE The name of the corporation is Shred — All Recycling Systems Inc.
(Shall contain the word "corporation", "company", "incorporated",
"limited", or an abbreviation thereof)

ARTICLE TWO The name and address of the initial registered agent and its registered office are:

Registered Agent

<u>Fred</u>	<u>B.</u>	<u>Barbara</u>
<i>first Name</i>	<i>Middle Name</i>	<i>Last Name</i>

Registered Office

<u>3260 S. Damen Avenue</u>		
<i>Number</i>	<i>Street</i>	<i>Suite * (A.P.O. Box alone is not acceptable)</i>
<u>Chicago</u>	<u>60608</u>	<u>Cook</u>
<i>City</i>	<i>Zip Code</i>	<i>County</i>

ARTICLE THREE The purpose or purposes for which the corporation is organized are:
If not sufficient space to cover this point, add one or more sheets of this size.

The transaction of any or all lawful purposes of which corporations may be incorporated under the Illinois Business Corporation Act of 1983

ARTICLE FOUR Paragraph 1: The authorized shares shall be:

Class	*Par Value per share	Number of shares authorized
Common	n/a	100

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:
If not sufficient space to cover this point, add one or more sheets of this size.

ARTICLE FIVE The number of shares to be issued initially, and the consideration to be received by the corporation therefor, are:

Class	*Par Value per share	Number of shares proposed to be issued	Consideration to be received therefor
Common	n/a	100	\$10,000.00
			\$
			\$
			\$
		TOTAL	\$10,000.00

* A declaration as to a "Par Value" is [ILLEGIBLE]

ARTICLE SIX *OPTIONAL*
 The number of directors constituting the initial board of directors of the corporation is _____ and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify, are:

Name	Residential Address

ARTICLE SEVEN *OPTIONAL*

(a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____

(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____

(c) It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be: \$ _____

(d) It is estimated that the gross amount of business which will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

ARTICLE EIGHT *OTHER PROVISIONS*
 Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing pre-emptive rights; denying cumulative voting; regulating internal affairs: voting majority requirements: fixing a duration other than perpetual; etc.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated: MARCH 28, 1988

Signature and Names	Post Office Address
1. <u>/s/ Fred B. Barbara</u> <div style="text-align: center;"><i>Signature</i></div> <u>Fred B. Barbara</u> <i>Name (please print)</i>	1. <u>3260 S, Damen Avenue</u> <div style="text-align: center;"><i>Street</i></div> <u>Chicago, Illinois 60608</u> <div style="display: flex; justify-content: space-between;"><i>City/Town</i><i>State</i><i>Zip</i></div>
2. _____ <div style="text-align: center;"><i>Signature</i></div> _____ <i>Name (please print)</i>	2. _____ <div style="text-align: center;"><i>Street</i></div> _____ <div style="display: flex; justify-content: space-between;"><i>City/Town</i><i>State</i><i>Zip</i></div>
3. _____ <div style="text-align: center;"><i>Signature</i></div> _____ <i>Name (please print)</i>	3. _____ <div style="text-align: center;"><i>Street</i></div> _____ <div style="display: flex; justify-content: space-between;"><i>City/Town</i><i>State</i><i>Zip</i></div>

(Signatures must be in ink on original document. Carbon copy. xerox or rubber stamp signatures may only be used on conformed copies)
 NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him and attested by its Secretary or an Assistant Secretary.

Form BCA-2.10

File No. _____

ARTICLES OF INCORPORATION
 FILED
 MAR [ILLEGIBLE]1 1988
 JIM EDGAR
 FEE SCHEDULE
 SECRETARY OF STATE

The following fees are required to be paid at the time of issuing the Certificate of Incorporation: FILING FEE \$75.00; INITIAL LICENSE FEE of 1/20th of 1% of the consideration to be received for initial issued shares (See Art. 5). MINIMUM \$.50; INITIAL FRANCHISE TAX of 1/10 of 1% of the confederation to be received for initial issued shares (see Art. 5). MINIMUM \$25.00.

EXAMPLES OF TOTAL DUE

Consideration to be Received	Total Due
up to \$ 1,000	\$100.50
\$ 5,000	\$102.50
\$ 10,000	\$105.00
\$ 25,000	\$112.50
\$ 50,000	\$150.00
\$100,000	\$225.00

Includes Filing Fee + License Fee + Franchise Tax

RETURN TO:
 Corporation Department:
 Secretary of State
 Springfield, Illinois 62756
 Telephone: (217) 782-6961

**AMENDED AND RESTATED BYLAWS
OF
SHRED-ALL RECYCLING, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Chicago, County of Cook, State of Illinois.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Illinois, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than six (6) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Illinois. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from

time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors,

a

committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Sections. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to

attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such

meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Illinois for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Illinois, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

FILED
In the office of the Secretary of State
of the State of California

NOV 9 1978

MARCH FONG EU, Secretary of State

By [ILLEGIBLE]
Deputy

ARTICLES OF INCORPORATION

OF

RICHELLA CORPORATION

I

The name of the corporation is RICHELLA CORPORATION.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Jay P. Sanders, 1211 Newell Avenue, Suite 200, Walnut Creek, California 94596.

IV

This corporation is authorized to issue only one class of shares of stock. The total number of shares which the corporation is authorized to issue is one thousand (1,000).

Dated: November 9, 1978.

/s/ Jay P. Sanders
JAY P. SANDERS

I hereby declare that I am the person who executed the above Articles of Incorporation, and such instrument is my act and deed.

/s/ Jay P. Sanders
JAY P. SANDERS

FILED
*In the office of the Secretary of State
of the State of California*

JAN 23 1979
MARCH FONG EU, Secretary of State

By [ILLEGIBLE]
Deputy

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

RICHARD GRANZELLA and PINA BARBIERI certify that:

1. They are the President and the Secretary, respectively, of RICHELLA CORPORATION, a California Corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

“The name of this corporation is SOLANO GARBAGE COMPANY.”

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is 900. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

/s/ Richard Granzella
RICHARD GRANZELLA, President

/s/ Pina Barbieri
PINA BARBIERI, Secretary

The undersigned declare under penalty of perjury that the matters set forth in the foregoing certificate are true of their own knowledge.

Executed at Richmond, California, on January 16, 1979.

/s/ Richard Granzella
RICHARD GRANZELLA

/s/ Pina Barbieri
PINA BARBIERI



2.

**SECOND AMENDED AND RESTATED BYLAWS
OF
SOLANO GARBAGE COMPANY
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

No. 11-B
2-75

Submit in duplicate
Include License and Filing Fees**

One or more natural persons of the age of 18 years or more may incorporate a business corporation by signing, verifying and delivering Articles of Incorporation in duplicate to the Corporation Commissioner. The procedure for the formation of business corporations is set forth in ORS 57.306 through 57.331. See ORS 57.311 for the content of Articles of Incorporation.

FILE NO. 119044

FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
JAN 18 1977
FRANK J. HEALY
CORPORATION COMMISSIONER

Articles of Incorporation

The undersigned natural person(s) of the age of eighteen years or [ILLEGIBLE] Corporators under the Oregon Business Corporation Act, adopt the following Article of Incorporation:

ARTICLE I The name of this corporation is Source Recycling, Inc.

(The corporate name must contain the word "Corporation", "Company", "Incorporated" or "Limited" or an abbreviation of one of such words.)

and its duration shall be perpetual

ARTICLE II The purpose or purposes for which the corporation is organized are:

Waste recovery and any lawful activity for which corporations may be organized under ORS Chapter 57.

(It is not necessary to set forth in the Articles any of the corporate powers enumerated in ORS 57.030 and 57.035. It is sufficient to state, either alone or with other purposes, "That the corporation may engage in any lawful activity for which corporations may be organized under ORS Chapter 57"; however, it is desirable to state the primary purpose of the corporation in conjunction with such statement.)

ARTICLE III The aggregate number of shares which the corporation shall have authority to issue is 5,000 shares \$1.00 par value

(Insert statement as to par value of such shares or a statement that all of such shares are to be without par value. If there is more than one class of stock, insert a statement as to the preference, limitations and relative rights of each class.)

ARTICLE IV The address of the initial registered office of the corporation is 13th Floor, Bank, of

<u>California Tower,</u>	<u>Portland, Oregon</u>	<u>97205</u>	
(Street and Number)	(NOTE—A P.O. Box No. is not acceptable)	(City and State)	(Zip Code)

and the name of its initial registered agent at such address is Lee Davis Kell

ARTICLE V The number of directors constituting the initial board of directors of the corporation is one, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name

Lee Davis Kell

Address

(NOTE: A P.O. BOX NUMBER IS NOT ACCEPTABLE)
(Street and Number) (City and State) (Zip)
 13th Flr. Bank of California Tower Portland, Oregon 97205

ARTICLE VI The name and address of each incorporator is:

Name

Lee Davis Kell

Address

(NOTE: A P.O. BOX NUMBER IS NOT ACCEPTABLE)
(Street and Number) (City and State) (Zip)
 13th Flr. Bank of California Tower Portland, Oregon 97205

ARTICLE VII (Provisions for regulation of internal affairs of the corporation as may be appropriate.)

We, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief, it is true, correct and complete.

/s/ Lee Davis Kell

 Lee Davis Kell

Dated January 17, 1977

** Submit articles in duplicate original with filing and license fees as listed below. Duplicate original means both copies MUST have original signatures.

If authorized shares exceed	But do not exceed	Filing Fee	License Fee	Total Fees
\$ 0	\$ 5,000	\$ 10	\$ 10	\$ 20
5,000	10,000	15	15	30
10,000	25,000	20	20	40
25,000	50,000	30	30	60
50,000	100,000	50	50	100
100,000	250,000	75	75	150
250,000	500,000	100	100	200
500,000	1,000,000	125	125	250

If the authorized shares exceed \$1,000,000, a \$200 license fee and a \$200 filing fee—totaling \$400.

To determine the amount of organization fee payable by a corporation having stock without par value, but for no other purpose, such shares of stock shall be deemed equivalent to shares having a par value of \$10 each.

File with Corporation Commissioner, Commerce Building, 158 12th Street N.E., Salem, Oregon 97310.

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
SOURCE RECYCLING, INC.

1. The name of the corporation its source Recycling, Inc.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation.

“ARTICLE VII. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “ 1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distributing to shareholders that is unlawful under the Oregon Business Corporations Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting, the generality of the foregoing, if the provisions of applicable law are further amendment at any time, and from time to time, to authorized corporate action further eliminating the personal liability of directors and officers of the corporation, the liability, of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to the repeal of this Article VII, or adoption of any provision of these Articles of Incorporation inconsistent with this Article VII, or a change in the law, shall adversely after any elimination or limitation of liability, or other right or protection; this is based upon this Article VII and

pertains to any act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VII unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE VIII. INDEMNIFICATION

“D. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action in, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article VIII shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“E. Indemnification provided under this Article VIII shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“F. The right to indemnification conferred by this Article VIII shall be considered a contract right between the corporation and the person entitled to indemnity under this Article VIII.

“G. In addition to any rights set forth above in this Article VIII, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

4. The amendments were approved by the shareholders. One thousand shares of the corporation are outstanding, 1,000 votes are entitled to be cast on the amendments, 1,000 votes were cast for the amendments, and no votes were cast against the amendments.

Source Recycling, Inc.

By /s/ Gary A. Barton
Gary A. Barton, Vice President

**AMENDED AND RESTATED BYLAWS
OF
SOURCE RECYCLING, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Sections 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots, and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors, and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Form 207
(revised 9/03)
 Return in Duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 FAX: 512/463-5709
 Filling Fee: \$750



**Certificate of
 Limited Partnership
 Pursuant to
 Article 6132a-1**

The space reserved for office use.

FIELD
 In the Office of the
 Secretary of State of Texas

OCT 24 2003

Corporations Section

1. Name of Limited Partnership

The name of the limited partnership is as set forth below:

South Central Texas Land Co. TX, LP

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." as the last words or letters of its name. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

2. Principal Office

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

15880 N Greenway-Hayden Loop, Suite 100
 Street Address

City	State	Zip Code	Country
Scottsdale	Arizona	85260	USA

3. Registered Agent and Registered Office (Select and complete either A or B, then complete C)

A. The initial registered agent is an organization (cannot be partnership named above) by the name of:

C T Corporation System

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	M.I.	Last Name	Suffix

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
c/o CT Corporation System, 1021 Main Street, Suite 1150	Houston	TX	77002

4. General Partner Information

The name, mailing address, and the street address of the business or residence of each general partner is as follows:

General Partner-1

Legal Entity: The general partner is a legal entity named:

Allied Waste Landfill Holdings, Inc.

Individual: The general partner is an individual whose name is set forth below:

First Name	M.I.	Last Name	Suffix
------------	------	-----------	--------

MAILING ADDRESS OF GENERAL PARTNER 1

Mailing Address	City	State	Zip Code
15830 N Greenway-Hayden Loop, Suite 100	Scottsdale	Arizona	85260

STREET ADDRESS OF GENERAL PARTNER 1

Street Address	City	State	Zip Code
15880 N Greenway-Hayden Loop, Suite 100	Scottsdale	Arizona	85260

General Partner 2

Legal Entity: The general partner is a legal entity named:

Allied Waste Systems Holdings, Inc.

Individual: The general partner is an individual whose name is set forth below:

Partner 2-First Name	M.I.	Last Name	Suffix
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MAILING ADDRESS OF GENERAL PARTNER 2

Mailing Address	City	State	Zip Code
15880 N Greenway-Hayden Loop, Suite 100	Scottsdale	Arizona	85260

STREET ADDRESS OF GENERAL PARTNER 2

Street Address	City	State	Zip Code
15880 N Greenway-Hayden Loop, Suite 100	Scottsdale	Arizona	85260

5 — Supplemental Information

Text Area: (The attached addendum, if any, is incorporated herein by reference.)

Effective Date of Filing

- A. This document will become effective when the document is filed by the secretary of state.
- OR
- B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

Execution

The undersigned sign this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

Allied Waste Landfill Holdings, Inc.
By its Vice President, Dale L. Parker

Allied Waste Systems Holdings, Inc.
By its Secretary, Jo Lynn White

Name of General Partner 1
/s/ Dale L. Parker

Name of General Partner 2
/s/ Jo Lynn White

Signature of General Partner 1

Signature of General Partner 2



FILED
In the Office of the
Secretary of State of Texas
OCT 03 2005
Corporations Section

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
SOUTH CENTRAL TEXAS LAND CO. TX, LP

Pursuant to the provisions of Section 2.02 of the Texas Revised Limited Partnership Act, the undersigned limited partnership desires to amend its certificate of limited partnership and for that purpose submits the following certificate of amendment.

1. The name of the limited partnership is South Central Texas Land Co. TX, LP.
2. The certificate of limited partnership is amended as follows:

Section 4 of the Certificate of Limited Partnership is amended to read:

4. General Partner Information: The name, mailing address, and street address of the business of the general partner is: Allied Waste Landfill Holdings, Inc., 15880 N. Greenway-Hayden Loop, #100, Scottsdale, Arizona 85260.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 3rd day of October, 2005.

SOUTH CENTRAL TEXAS LAND CO. TX, LP

By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation, its general partner

/s/ Jo Lynn White

Jo Lynn White, Secretary

**AGREEMENT OF LIMITED PARTNERSHIP OF
SOUTH CENTRAL TEXAS LAND CO. TX, LP**

This Agreement of Limited Partnership is entered into as of October 24, 2003, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and ALLIED WASTE SYSTEMS HOLDINGS, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in **Section 12** hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is South Central Texas Land Co. TX, LP The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Texas law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Texas shall be CT Corporation System, 1021 Main Street, Houston, County of Harris, Texas. The registered office may be changed to any other place within the State of Texas by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Texas are CT Corporation System, 1021 Main Street, Houston, Texas. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Texas, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Texas Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Texas.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Texas Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Texas Law. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Texas Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Donald W. Slager
Name: Donald W. Slager
Its: President

LIMITED PARTNER:

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
<u>General Partner:</u> Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
<u>Limited Partner:</u> Allied Waste Systems Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

CERTIFICATE OF FORMATION
SOUTHEAST LANDFILL, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Southeast Landfill, LLC".
2. Registered Office Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 21st day of November, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Staven M. Helm
Staven M. Helm, Vice President/Legal

**OPERATING AGREEMENT OF
SOUTHEAST LANDFILL, LLC**

This Operating Agreement is executed as of November 21, 1997, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Southeast Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: Henry L. Hirvela

Its: VICE PRESIDENT

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$100.00

Submit in Duplicate

This Space For Use By
Secretary of State

Payment must be made by Certified
Check, (ILLEGIBLE) Check or a Money
Order, payable to "Secretary of
State".

JIM EDGAR
Secretary of State
State of Illinois

ARTICLES OF INCORPORATION

Date 1-12-87
License Fee \$.50
Franchise Tax \$ 25.00
Filing Fee \$ 75.00
Clerk 100.50

DO NOT SEND CASH!

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

ARTICLE ONE The name of the corporation is Metropolitan Waste Systems, Inc.
(Shall contain the word "corporation", "company", "incorporated",

("limited" or an abbreviation thereof)

ARTICLE TWO The name and address address of the initial registered agent and its registered office are:

Registered Agent	Cezar	M.	Froelich
	<i>First Name</i>	<i>Middle Name</i>	<i>Last Name</i>
Registered Office	444 North Michigan Avenue, Suite 2300		
	<i>Number</i>	<i>Street</i>	<i>Suite* (A P.O. Box alone is not acceptable)</i>
	Chicago	60611	Cook
	<i>City</i>	<i>Zip Code</i>	<i>County</i>

ARTICLE THREE The purpose or purposes for which the corporation is organized are:
If not sufficient space to cover this point, add one or more shares of this size.
To engage in any act or activity for which corporations may be organized under the Illinois Business Corporation Act.

ARTICLE FOUR Paragraph 1: The authorized shares shall be:

Class	*Par Value par share	Number of shares authorized
Common	NPV	100,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:
If not sufficient space to cover this point, add one or more share of this size.
None

ARTICLE FIVE The number of shares to be issuedinitially, and the consideration to be received by the corporation therefor, are:

Class	*Per Value per share	Number of shares proposed to be issued	Consideration to be received therefor
Common	NPV	1,000	\$ 1,000.00
			\$
			\$
			\$
		TOTAL	\$ 1,000.00

* A declaration as to a "par value" is optional. This space may be marked "n/a" when no reference to a par value is desired.

ARTICLE SIX OPTIONAL

The number of directors constituting the initial board of directors of the corporation is _____, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

Name	Residential Address

ARTICLE SEVEN OPTIONAL

- (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
- (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
- (c) It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be: \$ _____
- (d) It is estimated that the gross amount of business which will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

ARTICLE EIGHT OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing pre-emptive rights; denying cumulative voting; regulating internal affairs; voting majority requirements; fixing a duration other than perpetual; etc.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated January 9, 1987

Signatures and Names	Post Office Address
1. <u>/s/ Janee Stempel Sularz</u> <i>Signature</i> <u>Janee Stempel Sularz</u> <i>Name (please print)</i>	1. <u>444 North Michigan Avenue, Suite 2300</u> <i>Street</i> <u>Chicago, Illinois 60611</u> <i>City/Town State Zip</i>
2. _____ <i>Signature</i> _____ <i>Name (Please Print)</i>	2. _____ \$12.00 <i>Street</i> DEPT-01 [ILLEGIBLE] TRAM 0701 01/14/87 16:10:00 (ILLEGIBLE) COOK COUNTY RECORDER _____ <i>City/Town State</i>
3. _____ <i>Signature</i> _____ <i>Name (Please print)</i>	3. _____ <i>Street</i> _____ <i>City/Town State Zip</i>

(Signatures must be in ink on original document, Carbon copy, Xerox or rubber stamp signatures may only be used on conformed copies)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.

Jane Stempet sularz
shefsky saitlin froelich
2/44 N michgan AVE,
2300

From BCA- 2.10

File No. _____

ARTICLES OF INCORPORATION

FILED

JAN 12 1987

JIM EDGAR
Secretary of State
FEE SCHEDULE

The following fees are required to be paid at the time of issuing the Certificate of Incorporation: FILING FEE \$76.00; INITIAL LICENSE FEE of 1/20th of 1% of the consideration to be received for initial issued shares (see Art. 5) MINIMUM \$.50; INITIAL FRANCHISE TAX of 1/10th of 1% of the consideration to be received for initial issued shares (see Art 5). MINIMUM \$26.00

EXAMPLES OF TOTAL DUE

Consideration to be Received	TOTAL DUE*
Up to \$1,000	\$100.50
\$5,000	\$102.50
\$10,000	\$105.00
\$25,000	\$112.50
\$50,000	\$150.00
\$100,000	\$225.00

* Includes Filing Fee + License Fee + Franchise Tax

RETURN TO:
Corporation Department
Secretary of State

**EXPEDITED
OCT 05 1992
SECRETARY OF STATE**

BCA-10.30

File # \$(ILLEGIBLE)

This space For Use
By Secretary of State

Date 10-6-92
License Fee \$
Filing Fee \$25.00
Clerk (ILLEGIBLE)

Submit in Duplicate
Remit payment in Check or Money
order payable to "Secretary of
State".
DO NOT SEND CASH!

**EXPEDITED
OCT 06 1992
SECRETARY OF STATE**

**JIM EDGAR Secretary
of State state of Illinois
ARTICLES OF AMENDMENT**

Pursuant to the provisions of "The Business Corporation Act of (ILLEGIBLE)", the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation.

ARTICLE ONE

The name of the corporation is: (Note 1)

METROPOLITAN WASTE SYSTEMS, INC.

ARTICLE TWO

The following amendment to the Article of Incorporation was adopted on September 21, 1992 the manner indicated below ("X" one box only.)

By a majority of the incorporators, provided no directors were named in the Articles of Incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of the adoption of this amendment; (Note 2)

By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; (Note 3)

By the shareholders, in accordance with Section 10.20 a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of this amendment; (Note 4)

PAID
OCT 7 1992

o By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Note 4)

o By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors have been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 4)

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.)(Suggested language for an amendment to change the corporate name is: RESOLVED, that Article one of the Articles of Incorporation shall be amended to read as follows:

ARTICLE ONE

The name of the corporation is:

SOUTHERN ILLINOIS REGIONAL LANDFILL, INC.

(New Name)

ARTICLE THREE

The manner in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: (If not applicable, insert "No Change")

N/A

ARTICLE POUR

(a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: (If not applicable, insert "No change")

N/A

(b) The amount of paid-in-capital (Paid-in Capital replaces the terms Stated Capital and Paid-in surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (if not applicable, insert "No change")

N/A

Paid-in Capital	Before Amendment \$1000.00	After Amendment \$1000.00
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(1) The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated September 21, 1992

METROPOLITAN WASTE SYSTEMS, INC.

(Exact name of corporation)

attested by:

/s/ (ILLEGIBLE)
(Signature of Assistant Secretary)

by _____
/s/ Thomas A. Volini
(Signature of President)

Thomas A. Volini, President

(2) If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated:

September 21, 1992

(ILLEGIBLE)
Asst. Secretary

FILED
OCT 06 1992
GEORGE H. RYAN
SECRETARY OF STATE

**AMENDED AND RESTATED BYLAWS
OF
SOUTHERN ILLINOIS REGIONAL LANDFILL, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

SOUTHWEST LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Southwest Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Southwest Landfill TX, LP as of December 12, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/12/2001
010636992 - 3467830

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:44 PM 11/22/2006
FILED 01:14 PM 11/22/2006
SRV 061074106 – 3467830 FILE

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Southwest Landfill TX, LP.

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of the general partner(s) is as follows:

Name _____
Allied Waste Landfill Holdings, Inc.

Mailing Address _____
18500 North Allied Way
Phoenix, Arizona 85054

THIRD: Article IV of the Certificate of limited Partnership shall be added as follows:

The name and mailing address of the Limited Partnership is as follows:

Name _____
Southwest Landfill TX, LP

Mailing Address _____
18500 North Allied Way
Phoenix, Arizona 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the certificate of limited Partnership on this 17th day of November, A.D. 2006.

/s/ Ryan N. Kenigsberg
Ryan N. Kenigsberg, Vice President

By: Allied Waste Landfill Holdings, Inc., its General Partner

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**SOUTHWEST LANDFILL TX, LP**

This First Amendment to Agreement of Limited Partnership of SOUTHWEST LANDFILL TX, LP (the "First Amendment") is entered into effective as of January 1, 2003, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Southwest Landfill TX, LP (the "Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Southwest Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to intra-company sale, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	<u><u>100%</u></u>

**AGREEMENT OF LIMITED PARTNERSHIP OF
SOUTHWEST LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Southwest Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;
- (c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or
- (d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court- appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann. Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White

Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White

Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

**PARTNERSHIP AGREEMENT
OF
SPRINGFIELD ENVIRONMENTAL GENERAL PARTNERSHIP**

This Partnership Agreement is entered into as of February 7, 2000, between Allied Waste North America, Inc., a Delaware corporation, and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Springfield Environmental General Partnership, an Indiana general partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs “nonrecourse deductions” or “partner nonrecourse deductions,” or if there is any change in the Partnership’s “minimum gain,” as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership’s business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership’s business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the “tax matters partner” pursuant to the Code, and the tax matters partner shall coordinate with the Partnership’s accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge,

hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 **Dissolution.** The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 **Winding Up.** Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 **Rights of Partners.** Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 **Notices.** Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally

or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

“Act” means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Partnership Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code ' 704(b) and Regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.
a Delaware corporation

By: /s/ Steven M. Helm
Its: Vice President, Legal

Allied Waste Landfill Holdings, Inc.
a Delaware corporation

By: /s/ Donald W. Slager
Its: President

EXHIBIT A

<u>Names and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Allied Waste North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%

CERTIFICATE OF PARTNERSHIP — ASSUMED NAME

The undersigned, being all of the partners in Springfield Environmental General Partnership, an Indiana general partnership (the "Partnership"), hereby execute this Certificate for recording as required by Indiana Code § 23-15-1-1. The Partnership will hereafter transact business in the State of Indiana under the following Assumed Name: Springfield Environmental General Partnership.

The name and address of all partners in the Partnership are as follows:

Allied Waste North America, Inc.
Attn: Steven M. Helm, Esq.
15880 N. Greenway Hayden Loop
Scottsdale, Arizona 85260

Allied Waste Landfill Holdings, Inc.
Attn: Steven M. Helm, Esq.
15880 N. Greenway Hayden Loop
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of this 7th day of February, 2000.

Allied Waste North America, Inc.

Allied Waste Landfill Holdings, Inc.

By: /s/ Steven M. Helm
Its: Vice President, Legal,
Steven M. Helm

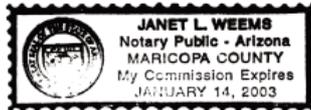
By: /s/ Donald W. Slager
Its: President, Donald W. Slager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 7th day of February, 2000 by Donald W. Slager and Steven M. Helm as the President and Vice President, Legal of Allied Waste North America, Inc. and Allied Waste Landfill Holdings, Inc.

/s/ Janet L. Weems
Notary Public

My Commission Expires:



Secretary of State

ARTICLES OF ORGANIZATION
(R.S. 12:1301)



Domestic Limited Liability Company
Enclose \$75.00 filing fee
Make remittance payable to
Secretary of State
Do not send cash

Return to: Commercial Division
P.O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704
Web Site: www.aoa.louisiana.gov

STATE OF ARIZONA

Check one: Business Nonprofit

PARISH/COUNTY OF MARICOPA

- 1. The name of this limited liability company is: St. Bemard Parish Development Company, LLC
- 2. This company is formed for the purpose of: (check one)
- Engaging in any lawful activity for which limited liability companies may be formed.

o _____
(use for limiting activity)

- 3. The duration of this limited liability company is: (may be perpetual) perpetual
- 4. Other provisions:

AL ATER
SECRETARY OF STATE
RECEIVED & FILED
DATE SEP 22 2005

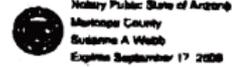
Signatures:

/s/ Jo Lynn White
Jo Lynn White, Authorized Representative

On this 22nd day of September, 2005, before me, personally appeared Jo Lynn White, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY

[ILLEGIBLE]
Notary Signature



**OPERATING AGREEMENT OF
ST. BERNARD PARISH DEVELOPMENT COMPANY, LLC**

This Operating Agreement is executed as of September 22, 2005, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is St. Bernard Parish Development Company, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Louisiana law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Louisiana shall be CT Corporation System, 8550 United Plaza Blvd, Baton Rouge, Louisiana, 70809, County of East Baton Rouge. The registered office may be changed to any other place within the State of Louisiana upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Louisiana are CT Corporation System, 8550 United Plaza Blvd, Baton Rouge, Louisiana, 70809. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Louisiana, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Louisiana. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under § 12:1335 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in § 12:1336 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Louisiana Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Louisiana Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Louisiana Law. The laws of the State of Louisiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Louisiana Limited Liability Company Act, as set forth in Title 12, § 12:1301, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
President

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00



File Number: 200422312934
LC0604034
Date Filed: 08/10/2004
Matt Blunt
Secretary of State

State of Missouri
Matt Blunt, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

Articles of Organization
(Submit in duplicate with filing fee of \$105)

1. The name of the limited liability company is:

St. Joseph Landfill, LLC

(Must Include "Limited Liability Company," "Limited Company," "LC," "LC.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized:

non-hazardous solid waste management

3. The name and address of the limited liability company's registered agent in Missouri is:

C T Corporation System

120 South Central Avenue

Clayton, MO 63105

Name Street Address: May not use P.O. Box unless street address also provided

City/State/Zip

4. The management of the limited liability company is vested in one or more managers. o Yes No

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual:

perpetual

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer (Post Office box alone not acceptable):

Allied Waste North America, Inc., Sole Member, 15880 N Greenway-Hayden Loop, #100, Scottsdale, Arizona 85260

7. For tax purposes, is the limited liability company considered a corporation? o Yes No

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you

indicate a future date, as follows: date filed by the Secretary of State of Missouri

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true:

/s/ Jo Lynn White

Jo Lynn White, Asst Secretary of Sole Mbr

August 9, 2004

(Organizer Signature)

(Printed Name)

(Date)

(Organizer Signature)

(Printed Name)

(Date)

(Organizer Signature)

(Printed Name)

(Date)

**OPERATING AGREEMENT OF
ST. JOSEPH LANDFILL, LLC**

This Operating Agreement is executed as of August 10, 2004, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is St. Joseph Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Missouri shall be CT Corporation System, 120 South Central Avenue, Clayton, Missouri, County of St. Louis County. The registered office may be changed to any other place within the State of Missouri upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Missouri are CT Corporation System, 120 South Central Avenue, Clayton, Missouri. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Missouri, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Missouri. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 347.143 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 347.141 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Missouri Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Missouri Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Missouri Law. The laws of the State of Missouri shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Missouri Limited Liability Companies Act, as set forth in Missouri Revised Statutes § 347.010, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

(Profit Domestic Corporation)
ARTICLES OF INCORPORATION

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284 Public Acts of 1972, as amended, as follows:

ARTICLE I.

The name of the corporation is MANUMIT, INC.

ARTICLE II.

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

ARTICLE III.

The total authorized capital stock is:

(1)	{	Preferred shs. _____	Par value \$ _____	}	Per share
		Common shs. 30,000	Par value \$1.00		

and/or shs. of (2)	{	Preferred _____	}	no par value (see part 8 of Instruction)
	{	Common _____		

(3) A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE IV.

The address of the initial registered office is:

555 S. Woodward Ave.,
(No. and Street)

Birmingham
(Town or City)

Michigan

48011
(Zip Code)

The mailing address of the initial registered office is (need not be completed unless different from the above address):

(No. and Street)

(Town or City)

Michigan

(Zip Code)

The name of the initial resident agent at the registered office is:

Alan R. Miller

ARTICLE V.

The name(s) and address(es) of the incorporator(s) are as follows:

Name

Residence or Business Address

ALAN R. MILLER

555 S. Woodward Ave., Birmingham, MI 48011

ARTICLE VI.

OPTIONAL (Delete Article VI if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

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ARTICLE VII.

(Here insert any desired additional provisions authorized by the Act)

I (We), the incorporator(s), sign my name(s) this 14th day of May 1979

/s/ ALAN R. MILLER
ALAN R. MILLER

(See Instructions on Reverse Side)

GOLD SEAL APPEARS ONLY ON ORIGINAL

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

Date Received

(FOR BUREAU USE ONLY)

MAY 08 1996

FILED

May 08 1996

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

EFFECTIVE DATE:

Name

Michael A. Fish, Esq.

Address

280 West Maple Road, Suite 310

City
Birmingham

State
Michigan

ZIP Code
48009

é Document will be returned to the name and address you enter above. é

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Corporations

(Please read information and instructions on last page)

Pursuant of the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Manumit, Inc.

2. The corporation identification number assigned by the Bureau is:

2	2	2	-	6	9	1
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3. The location of the registered office is:

22001 Hoover Road, Warren
(STREET ADDRESS)

(CITY)

Michigan

48089
(ZIP CODE)

4. Article I of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is Standard Disposal Services, Inc.

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b)

a. o The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19 _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19 _____.

(SIGNATURE)

(TYPE OR PRINT NAME)

b. The foregoing amendment to the Articles of Incorporation was duly adopted on the 1st day of April, 1996. The amendment: (check one of the following)

- was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.
- was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.
- was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, and Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, and Section 407(2) of the Act if a profit corporation.

Signed this 1st day of April, 1996.

By /s/ Gaspare Campo

(ONLY SIGNATURE OF PRESIDENT, VICE-PRESIDENT, CHAIRPERSON OR VICE-CHAIRPERSON)

Gaspare Campo, President

(TYPE OR PRINT NAME)

(TYPE OR PRINT TITLE)

**AMENDED AND RESTATED BYLAWS
OF
STANDARD DISPOSAL SERVICES, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received		(FOR BUREAU USE ONLY) FILED APR 05 1993 Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau EFFECTIVE DATE:
APR 01 1993		
Name	Michael A. Fish, Esq. Rupp, Enrlich. Foley & Serwer, PC	
Address	1111 W. Long Lake Road, Ste. 201	
City	State	Zip Code
	Troy, Michigan	48098-6309

é Document will be returned to the name and address you enter above. é

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ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Standard Environmental Services, Inc.

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

- 1. Common Shares 60,000
- Preferred Shares _____

- 2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

All stock issued hereunder shall be issued in accordance
with Section 1244 of the Internal Revenue Code of 1986,
as amended

GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE IV

1.	The address of the registered office is:			
	<u>22001 Hoover Road</u>	<u>Warren</u>	<u>Michigan</u>	<u>408089</u>
	(Street Address)	(City)		(ZIP Code)
2.	The mailing address of the registered office if different than above:			
	<u></u>	<u></u>	<u>Michigan</u>	<u></u>
	(P.O. Box)	(City)		(ZIP Code)
3.	The name of the resident agent at the registered office is: Scott Hayes			

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
<u>Michael A. Fish</u>	<u>1111 W. Long Lake Road, Ste. 201</u>
	<u>Troy, Michigan 48098-6309</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

ARTICLE VI (Optional. Delete If not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an office or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

GOLD SEAL APPEARS ONLY ON ORIGINAL



Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I (We), the incorporator(s) sign my (our) name(s) this 30th day of March, 1993.

/s/ Michael A. Fish
Michael A. Fish

**AMENDED AND RESTATED BYLAWS
OF
STANDARD ENVIRONMENTAL SERVICES, INC.**

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or, for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
STANDARD WASTE, INC.

FIRST. The name of this Corporation is STANDARD WASTE, INC.

SECOND. Its registered office in the State of Delaware is to be located at 229 South State Street, Dover, Delaware 19901, in the County of Kent. The Registered Agent in charge thereof is THE PRENTICE-HALL CORPORATION SYSTEM, INC. at 229 So. State Street, Dover, Delaware 19901.

THIRD. The nature of the business and, the objects and purposes proposed to be transacted, promoted and carried on, are to do any or all the things herein mentioned, as fully and to the same extent as natural persons might or could do, and in any part of the world, viz:

“The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.”

FOURTH. The amount of the total authorized capital stock of this corporation is 1,000 shares at no par value.

FIFTH. The names and mailing addresses of each of the incorporators are as follows:

Name	Mailing addresses
W. Burger	228 S. Franklin, Decatur, IL. 62523

SIXTH. The Directors shall have power to make and to alter or amend the By-Laws; to fix the amount to be reserved as working capital, and to authorize and cause to be executed, mortgages and liens without limit as to the amount, upon the property and franchise of this Corporation.

The By-Laws shall determine whether and to what extent the accounts and books of this corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right of inspecting any account, or book, or document of this corporation, except as conferred by the law or the By-Laws, or by resolution of the stockholders.

The stockholders and directors shall have power to hold their meetings and keep the books, documents and papers of the corporation outside the State of Delaware, at such places as may be from time to time designated by the By-Laws or by resolution of the stockholders or directors, except as otherwise required by the laws of Delaware.

It is the intention that the objects, purposes and powers specified in the third paragraph hereof shall, except where otherwise specified in said paragraph, be nowise limited or restricted by reference to or inference from the terms of any other clause or paragraph in this Certificate of Incorporation, but that the objects, purposes and powers specified in the third paragraph and in each of the clauses or paragraphs of this Charter shall be regarded as independent objects, purposes and powers.

I XXXX, THE UNDERSIGNED, for the purpose of forming a Corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true; and xxx have accordingly hereunto set my hand and seal.

DATED at Decatur, Illinois _____ [ILLEGIBLE]
this 11th day of July, 1978 /s/ W. Burger _____ [ILLEGIBLE]

**AMENDED AND RESTATED BYLAWS
OF
STANDARD WASTE, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the

name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the

circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

ARTICLES OF INCORPORATION

Filing Requirements — Present 2 originally signed and fully executed copies in exact duplicate

(Do not write in this space)

For Inserts Use White Paper — Size 8 1/2 x 11

To: Jim EDGAR, Secretary of State

Date Paid	9-2-82
Initial License Fee	\$.50
Franchise Tax	\$ 20.83
Filing Fee	\$ 75.00
Clerk	\$ 96.33

I/We, the incorporator(s), being one or more natural persons of the age of twenty-one years or more or a corporation for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE The name of the corporation is: STREATOR AREA LANDFILL, INC.

ARTICLE TWO The name and address of the initial registered agent and registered office are:

Registered Agent	<u>Arthur E. Allen</u>		
	<i>First Name</i>	<i>Middle Name</i>	<i>Last Name</i>
Registered Office	<u>R.R. #5</u>		
	<i>Number</i>	<i>Street</i>	<i>(Do not use P.O. Box)</i>
	<u>Streator, Illinois 61364 La Salle</u>		
	<i>City</i>	<i>Zip Code</i>	<i>County</i>

ARTICLE THREE The duration of the corporation is perpetual OR ___ years. 45

ARTICLE FOUR The purposes for which the corporation is organized are: to develop, operate and acquire real estate and machinery for purposes of use as a sanitary landfill and/or transfer station; to acquire, buy, sell, lease or deal with or in all types of goods, wares and merchandise in connection with the operation and development of real estate permitted for use as a sanitary landfill.

To advise, **manage and provide all types of services not otherwise** prohibited under the **Illinois Business Corporation Act**.

ARTICLE FIVE Paragraph 1: The class, number of shares, the par value, if any, of each class which the corporation is authorized to issue, the number the corporation proposes to issue without further report to the Secretary of State, and the consideration (*expressed in dollars*) to be received by the corporation therefor, are:

Class	Series	Par Value per Share	Number of shares authorized	Number of shares to be issued	Total consideration to be received therefor	
Common	On	None	\$ NPV	1000	1000	\$ 1000.00

•(Use NPV [ILLEGIBLE] par Value) Total \$ _____

Paragraph 2: The preference qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

None

ARTICLE SIX The corporation will not commence business until at lease one thousand dollars has been received as consideration for the issuance of shares.

ARTICLE SEVEN The number of directors to be elected at the first meeting of the shareholders is 2

ARTICLE EIGHT (Complete EITHER A or B)

- A. All the property of the corporation is to be located in this State and all of its business is to be transacted at or from places of business in this State, or the incorporator(s) elect to pay the initial franchise tax on the basis of the entire consideration to be received for the issuance of shares.
- B. Paragraph 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be \$ 50,000.00
 Paragraph 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ 50,000.00
 Paragraph 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be \$ 70,000.00
 Paragraph 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be: \$ 70,000.00

I, We the incorporator(s) declare that I/we have examined the foregoing Articles of Incorporation and that the statements contained therein are, to the best of my/our knowledge and belief, true, correct and complete. Executed this _____ day of _____, 19_____.

(Signatures must be in ink. Carbon copy, xerox or rubber stamp signatures are not acceptable.)

NOTE: If a corporation acts as incorporator the name of the corporation and the state of incorporation shall be shown and the execution must be by its President or Vice-President and verified by him, and the Corporate seal shall be affixed and attested by its Secretary or an Assistant Secretary.

Signature and Name	Post Office Address
1. <u>/s/ Arthur E. Allen</u> Signature	1. <u>R.R. #5</u> Street
<u>Arthur E. Allen</u> Name (please print)	<u>Streator, Illinois 61364</u> City /Town State Zip
2. _____ Signature	2. _____ Street
_____ Name (please print)	_____ City/Town State zip
3. _____ Signature	3. _____ Street
_____ Name (please print)	_____ City/Town State Zip

FORM BCA-47

ARTICLES OF INCORPORATION
under the
BUSINESS CORPORATION ACT

For determination of proper fees please consult The Business Corporation Act.

FILED
SEP-21982
JIM EDGAR
Secretary of State

RETURN TO:
 Corporation Department:
 Secretary of State
 Springfield, Illinois 62756
 Telephone (217) 782-6961

BY-LAWS
OF
STREATOR AREA LANDFILL, INC.

ARTICLE I
OFFICES

The corporation shall continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the state.

ARTICLE II
SHAREHOLDERS

SECTION 1. ANNUAL MEETING. An annual meeting of the shareholders shall be held on of each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called either by the president, by the board of directors or by the holders of not less than one-fifth of all the outstanding shares of the corporation, for the purpose or purposes stated in the call of the meeting.

SECTION 3. PLACE OF MEETING. The board of directors may designate any place, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be at

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SECTION 4. NOTICE OF MEETINGS. Written notice stating the place, date, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than forty days before the date of the meeting, or in the case of a merger or consolidation not less than twenty nor more than forty days before the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the records of the corporation, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 5. FIXING OF RECORD DATE. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to receive payment of any dividend, or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors of the corporation may fix in advance a record date which shall not be more than forty days and, for a meeting of shareholders, not less than ten days, or in the case of a merger or consolidation not less than twenty days, before the date of such meeting. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be the date on which notice of the meeting is mailed, and the record date for the determination of shareholders for any other purpose shall be the date on which the board of directors adopts the resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting.

SECTION 6. VOTING LISTS. The officer or agent having charge of the transfer books for shares of the corporation shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of the shareholder, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be open to inspection by any shareholder for any purpose germane to the meeting, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and may be inspected by any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in this State, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

SECTION 7. QUORUM. The holders of a majority of the outstanding shares of the corporation, present in person or represented by proxy, shall constitute a quorum at any meeting of shareholders; provided that if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote of the majority of shares represented at the meeting shall be the act of the shareholders, unless the vote of a greater number or voting by classes as required by The Business Corporation Act, the

articles of incorporation or these by-laws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which has been transacted at the original meeting. Withdrawal of shareholders from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 8. PROXIES. Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 9. VOTING OF SHARES. Each outstanding share, regardless of class, shall be entitled to one vote upon each matter submitted to vote at a meeting of shareholders.

SECTION 10. VOTING OF SHARES BY CERTAIN HOLDERS. Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

Shares standing in the name of a deceased person, a minor ward or an incompetent person, may be voted by his administrator, executor, court appointed guardian, or conservator, either in person or by proxy without a transfer of such shares into the name of such administrator, executor, court appointed guardian, or conservator. Shares standing in the name of a trustee may be voted by him, either in person or by proxy.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred in to the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Any number of shareholders may create a voting trust for the purpose of conferring upon a trustee or trustees the right to vote or otherwise represent their share, for a period not to exceed ten years, by entering into a written voting trust agreement specifying the terms and conditions of the voting trust, and by transferring their shares to such trustee or trustees for the purpose of the agreement. Any such trust agreement shall not become effective until a counterpart of the agreement is deposited with the corporation at its registered office. The counterpart of the voting trust agreement so deposited with the corporation shall be subject to the same right of examination by a shareholder of the corporation, in person or by agent or attorney, as are the books and records of the corporation, and shall be subject to examination by any holder of a beneficial interest in the voting trust, either in person or by agent or attorney, at any reasonable time for any proper purpose.

Shares of its own stock belonging to this corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining

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the total number of outstanding shares at any given time, but shares of its own stock held by it in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares at any given time.

SECTION 11. CUMULATIVE VOTING. In all elections for directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him, for as many persons as there are directors to be elected, or to cumulate said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares shall equal, or to distribute them on the same principle among as many candidates as he shall see fit.

SECTION 12. INSPECTORS. At any meeting of shareholders, the presiding officer may, or upon the request of any shareholder shall appoint one or more persons as inspectors for such meeting.

Such inspectors shall ascertain and report the number of shares represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the shareholders.

Each report of an inspector shall be in writing and signed by him or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

SECTION 13. INFORMAL ACTION BY SHAREHOLDERS. Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

SECTION 14. VOTING BY BALLOT. Voting on any question or in any election may be by voice unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The business of the corporation shall be managed by its board of directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors of the corporation shall [ILLEGIBLE]. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified. Directors need not be residents of Illinois or shareholders of the corporation. The number of directors may be increased or decreased from time to time by the amendment of this

section; but no decrease shall have the effect of shortening the term of any incumbent director.

SECTION 3. REGULAR MEETINGS. A regular meeting of the board of directors shall be held without other notice than this by-law, immediately after the annual meeting of shareholders. The board of directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place as the place for holding any special meeting of the board of directors called by them.

SECTION 5. NOTICE. Notice of any special meeting shall be given at least days previous thereto by written notice to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM. A majority of the number of directors fixed by these by-laws shall constitute a quorum for transaction of business at any meeting of the board of directors, provided that if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

SECTION 7. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these by-laws, or the articles of incorporation.

SECTION 8. VACANCIES. Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors, may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose.

SECTION 9. ACTION WITHOUT A MEETING. Unless specifically prohibited by the articles of incorporation or by-laws, any action required to be taken at a meeting of the board of directors, or any other action which may be taken at a meeting of the board of directors, or of any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be. Any such consent signed by all the directors or all the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

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SECTION 10. COMPENSATION. The board of directors, by the affirmative vote of a majority of directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise. By resolution of the board of directors the directors may be paid their expenses, if any, of attendance at each meeting of the board. No such payment previously mentioned in this section shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 11. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 12. EXECUTIVE COMMITTEE. The board of directors, by resolution adopted by a majority of the number of directors fixed by the by-laws or otherwise, may designate two or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise re-required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors. The executive committee shall keep regular minutes of its proceedings and report the same to the board when required.

ARTICLE IV

OFFICERS

SECTION 1. NUMBER. The officers of the corporation shall be a president, one or more vice-presidents, a treasurer, a secretary, and such other officers as may be elected or appointed by the board of directors. Any two or more offices may be held by the same person, except the offices of president and secretary: provided, however, that in cases where all of the shares of a corporation are owned of record by one shareholder and the articles of incorporation or by-laws provide that the number of directors shall be one, the offices of president and secretary may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any

meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he shall be in charge of the business of the corporation; he shall see that the resolutions and directions of the board of directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the board of directors; and, in general, he shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time. He shall preside at all meetings of the shareholders and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these by-laws, he may execute for the corporation certificates for its shares, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

SECTION 5. THE VICE-PRESIDENTS. The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his duties as the president may direct and shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these by-laws, the vice-president (or each of them if there are more than one) may execute for the corporation certificates for its shares and any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

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SECTION 6. THE TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. He shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors may determine.

SECTION 7. THE SECRETARY. The secretary shall: (a) record the minutes of the shareholders' and of the board of directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation; (d) keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; (e) sign with the president, or a vice-president, or any other officer thereunto authorized by the board of directors, certificates for shares of the corporation, the issue of which shall have been authorized by the board of directors, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the board of directors or these by-laws; (f) have general charge of the stock transfer books of the corporation; (g) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors.

SECTION 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or the board of directors. The assistant secretaries may sign with the president, or a vice-president, or any other officer thereunto authorized by the board of directors, certificates for shares of the corporation, the issue of which shall have been authorized by the board of directors, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the board of directors or these by-laws. The assistant treasurers shall respectively, if required by the board of directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine.

SECTION 9. SALARIES. The salaries of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

SECTION 4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

ARTICLE VI

CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. CERTIFICATES FOR SHARES. Certificates representing shares of the corporation shall be signed by the president or a vice-president or by such officer as shall be designated by resolution of the board of directors and by the secretary or an assistant secretary, and shall be unsealed or sealed with the seal or a facsimile of the seal of the corporation. If both of the signatures of the officers be by facsimile, the certificate shall be manually signed by or on behalf of a duly authorized transfer agent or clerk. Each certificate representing shares shall be consecutively numbered or otherwise identified, and shall also state the name of the person to whom issued, the number and class of shares (with designation of series, if any), the date of issue, that the corporation is organized under Illinois law, and the par value or a statement that the shares are without par value. If the corporation is authorized and does issue shares of more than one class or of series within a class, the certificate shall also contain such information or statement as may be required by law.

The name and address of each shareholder, the number and class of shares held and the date on which the certificates for the shares were issued shall be entered on the books of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation.

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SECTION 2. LOST CERTIFICATES. If a certificate representing shares has allegedly been lost or destroyed the board of directors may in its discretion, except as may be required by law, direct that a new certificate be issued upon such indemnification and other reasonable requirements as it may impose.

SECTION 3. TRANSFERS OF SHARES. Transfers of shares of the corporation shall be recorded on the books of the corporation and, except in the case of a lost or destroyed certificate, on surrender for cancellation of the certificate for such shares. A certificate presented for transfer must be duly endorsed and accompanied by proper guaranty of signature and other appropriate assurances that the endorsement is effective.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the board of directors.

ARTICLE VIII

DIVIDENDS

The board of directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its articles of incorporation.

ARTICLE IX

SEAL

Should the board of directors deem a corporate seal appropriate, then the corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE X

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these by-laws or under the provisions of the articles of incorporation or under the provisions of The Business Corporation Act of the State of

Illinois, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI
AMENDMENTS

The power to make, alter, amend, or repeal the by-laws of the corporation shall be vested in the board of directors, unless reserved to the shareholders by the articles of incorporation. The by-laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation.

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INDEMNIFICATION OF OFFICERS,
DIRECTORS, EMPLOYEES AND AGENTS

SECTION 1. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment or settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 2. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, of is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

SECTION 3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 1 and 2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 4. Any indemnification under sections 1 and 2 (unless ordered by the court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in sections 1 and 2. Such determination shall be made (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the shareholders.

SECTION 5. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any contract, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 6. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this article.

Form BCA-2.10
 (Rev. Jan. 1995)
 George H. Ryan
 Secretary of State
 Department of Business Services
 Springfield, IL 62756

ARTICLES OF INCORPORATION
 This space for use by Secretary of State
 FILED PAID
 [ILLEGIBLE]
 GEORGE H. RYAN
 SECRETARY OF STATE

SUBMIT IN DUPLICATE!
This space for use by Secretary of State

Date 9-1-95
 Franchise Tax \$ 25.00
 Filing Fee \$ 75.00
 Approved: \$100.00

Payment must be made by certified check, cashier's check,
 Illinois attorney's check, Illinois C.P.A.'s check or money order,
 payable to "Secretary of State."

PAID
 SEP 11 1995

1. CORPORATE NAME: SUBURBAN TRANSFER, INC.

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent: GEORGE M. WARD
First Name Middle Initial Last name

Initial Registered Office: 2401 S. Laflin
Number Street Suite #
Chicago, IL 60608 Cook
City zip Code County

3. Purpose or purposes for which the corporation is organized:
 (If not sufficient space to cover this point, add one or more sheets of this size.) 44

THE TRANSACTION OF ANY OR ALL LAWFUL PURPOSES FOR WHICH CORPORATIONS MAY BE INCORPORATED UNDER THE ILLINOIS BUSINESS CORPORATION ACT OF 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	\$NO PAR	1,000	100	\$1,000

TOTAL = \$1,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
 (If not sufficient space to cover this point, add one or more sheets of this size.)

5849-389-9

(over)

**AMENDED AND RESTATED BYLAWS
OF
SUBURBAN TRANSFER, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Chicago, County of Cook, State of Illinois.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Illinois as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Illinois, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than six (6) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Illinois. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from

time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors,

a

committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to

attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such

meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Illinois for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Illinois, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Submit in Duplicate

JIM EDGAR
Secretary of State
State of Illinois

This Space For Use By
Secretary of State
Date 4-30-90

Payment must be made by Certified Check, Cashier's Check,
Illinois Attorney's Check, Illinois C.P.A.'s Check or Money
order, payable to "Secretary of State"

ARTICLES OF INCORPORATION

License Fee \$.50
Franchise Tax \$ 25.00
Filing Fee \$ 75.00

DO NOT SEND CASH

Clerk \$ 100.50

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

ARTICLE ONE The name of the corporation is SUBURBAN WAREHOUSE, INC.
*(shall contain the word "corporation", "company", "Incorporated",
"Limited", or an abbreviation thereof)*

ARTICLE TWO The name and address of the initial registered agent and its registered office are:

Registered Agent

GEORGE WARD

First Name

Middle Name

Last Name

Registered Office

2401 SOUTH LAFLIN

Number

Street

Suite (A.P.O. Box alone is not acceptable)

CHICAGO 60608 COOK

City

Zip Code

Country

ARTICLE THREE The purpose or purposes for which the corporation is organized are:

If not sufficient space to cover this point, add one or more sheets of this size. 44

THE TRANSACTION OF ANY OR ALL LAWFUL PURPOSES FOR WHICH CORPORATIONS MAY BE INCORPORATED UNDER THE ILLINOIS BUSINESS CORPORATION ACT OF 1983.

PAID
APR 30 1990

ARTICLE FOUR Paragraph 1: The authorized shares shall be:

Class	Par Value per share	Number of shares authorised
COMMON	NO PAR	1,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

If not sufficient space to cover this point, add one or more sheets of this size.

ARTICLE FIVE The number of shares to be issued initially, and the consideration to be received by the corporation therefor, are:

Class	Par Value per share	Number of shares proposed to be issued	Consideration to be received therefor
COMMON	NO PAR	100	\$ 1,000
			\$
			\$
			\$ 1,000
		TOTAL	\$

A declaration as to a "par value" is optional. This space may be marked "n/a" when no reference to a par value is desired.

ARTICLE SIX

OPTIONAL

The number of directors constituting the initial board of directors of the corporation is _____, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

Name	Residential Address

ARTICLE SEVEN *OPTIONAL*

- (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
- (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
- (c) It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be: \$ _____
- (d) It is estimated that the gross amount of business which will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

ARTICLE EIGHT

OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing, pre-emptive rights; denying cumulative voting; regulating internal affairs; voting majority requirements; fixing a duration other than perpetual; etc.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated _____, 19 _____

Signatures and Names	Post Office Address
1. <u>/s/ GEORGE WARD</u> <i>Signature</i>	1. <u>2401 SOUTH LAFLIN</u> <i>State</i>
<u>GEORGE WARD</u> <i>Name (please print)</i>	<u>CHICAGO, IL 60608</u> <i>City/Town State Zip</i>
2. _____ <i>Signature</i>	2. _____ <i>State</i>
_____ <i>Name (please print)</i>	_____ <i>City/Town State Zip</i>
3. _____ <i>Signature</i>	3. _____ <i>State</i>
_____ <i>Name (please print)</i>	_____ <i>City/Town State Zip</i>

(Signatures must be in ink on original document. Carbon copy, zerox or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.

Form BCA-2.10

File No. _____

ARTICLES OF INCORPORATION

**FILED
APR 30 1990
JIM EDGAR
FEE SCHEDULE Secretary of State**

The following fees are required to be paid at the time of issuing the Certificate of Incorporation: FILING FEE \$75.00: INITIAL LICENSE FEE of 1/20th of 1% of the consideration to be received for initial issued shares (See Art. 5). MINIMUM \$50: INITIAL FRANCHISE TAX OF 1/10 OF 1% of the consideration to be received for initial issued shares (see Art. 5). MINIMUM \$25.00.

EXAMPLES OF TOTAL DUE

Consideration to be Received	Total Due
up to \$1,000	\$100.50
\$5,000	\$102.50
\$10,000	\$105.00
\$25,000	\$112.50
\$50,000	\$150.00
\$100,000	\$225.00

Includes Filing Fee + License Fee + Franchise Tax

RETURN TO:
Corporation Department
Secretary of State
Springfield, Illinois 62756
Telephone: (217) 782-6961

**AMENDED AND RESTATED BYLAWS
OF
SUBURBAN WAREHOUSE, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Chicago, County of Cook, State of Illinois.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Illinois as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Illinois, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than six (6) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Illinois. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from

time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors,

a

committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to

attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such

meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Illinois for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Illinois, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

AZ CORP COMMISSION
OF THE STATE OF AZ
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DATE APPR _____ [ILLEGIBLE] _____
TERM _____
DATE _____

ARTICLES OF INCORPORATION
OF
SUMMIT WASTE SYSTEMS, INC.
(An Arizona Business Corporation)

The undersigned, having attained the age of 18 or more does hereby organize a corporation under the laws of the State of Arizona and does adopt the following Articles of Incorporation

1. **Name.** The name of this Corporation is Summit Waste Systems, Inc.
 2. **Purpose.** The purpose for which this Corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the laws of Arizona, as they may be amended from time to time.
 3. **Initial Business.** The Corporation initially intends to conduct the business of Commercial Refuse Collection and Disposal Services.
 4. **Authorized Capital.** The Corporation shall have the authority to issue 1,000,000 shares of Common Stock.
 5. **Known Place of Business.** (In Arizona) The street address of the known place of business of the Corporation is:
7150 East Camelback Road Suite 275
Scottsdale, Arizona 85251
 6. **Statutory Agent.** (In Arizona) The name and address of the statutory agent of the Corporation is:
Mark V. Heier
7150 East Camelback Road Suite 275
Scottsdale, Arizona 85251
-

7. **Board of Directors.** The initial board of directors shall consist of one (1) director. The name and address of the person who is to serve as the director until the first annual meeting of the shareholders or until his successor is elected and qualifies is:

Mark V. Heier
7150 East Camelback Road Suite 275
Scottsdale, Arizona 85251

The number of persons to serve on the board of directors thereafter shall be fixed by the Bylaws.

8. **Incorporator.** The name and address of the sole incorporator is:

Mark V. Heier
7150 East Camelback Road Suite 275
Scottsdale, Arizona 85251

All powers, duties and responsibilities of the incorporator shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporate Commission,

9. **Indemnification of Officers, Directors, Employees and Agents.** The Corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.
10. **Limitation of Liability.** To the fullest extent permitted by the Arizona Revised Statutes, as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification.

EXECUTED this 4th day of January, 1999 by the sole incorporator.

/s/ Mark V. Heier

Mark V. Heier
Telephone 602-874-0099
Facsimile 602-874-2711

**AMENDED AND RESTATED BYLAWS
OF
SUMMIT WASTE SYSTEMS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
NOV 3 1980
MARCH FONG EU, Secretary of State
Phyllis E. Biaggi
Deputy
1007880

ARTICLES OF INCORPORATION
OF
SUNRISE SANITATION SERVICE, INC.

ARTICLE I

NAME

The name of the Corporation is SUNRISE SANITATION SERVICE, INC.

ARTICLE II

PURPOSES

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

INITIAL AGENT FOR SERVICE OF PROCESS

The name and address in the State of California of the Corporation's initial agent for service of process are Frank J. Garavano, 403 South Lincoln Street, Stockton, California 95202.

ARTICLE IV

STOCK

The Corporation is authorized to issue one class of shares. The total number of shares which the Corporation is authorized to issue is 10,000.
IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on October 31, 1980.

/s/ ARTHUR C. RINSKY
ARTHUR C. RINSKY

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ ARTHUR C. RINSKY
ARTHUR C. RINSKY

BY-LAWS
OF
SUNRISE SANITATION SERVICE, INC.

ARTICLE I
OFFICES

Section 1.1 Principal Executive Office.

The principal executive office for the transaction of the business of the corporation is hereby fixed and located at 401 South Lincoln Street, City of Stockton, County of San Joaquin, State of California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another.

Section 1.2 Other Offices.

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the corporation is qualified to do business.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Place of Meetings.

All meetings of shareholders shall be held either at the principal executive office or at any other place within or without the State of California which may be designated either by the Board of Directors or by the written consent of a majority of the shareholders entitled to vote thereat as determined pursuant to Section 6.1 of these By-Laws given either before or after the meeting.

Section 2.2 Annual Meetings.

The annual meetings of shareholders shall be held on such day and at such hour as may be fixed by the Board of Directors. At such meeting, Directors shall be elected, and any other proper business may be transacted.

Section 2.3 Special Meetings.

Special meetings of the shareholders may be called at any time by the Board of Directors, the Chairman of the Board, the President, or by the holders of shares entitled to

cast not less than ten percent (10%) of the votes at the meeting. Notice of such special meeting shall be given in the same manner as for the annual meeting of shareholders. Notices of any special meetings shall specify in addition to the place, date and hour of such meeting, the general nature of the business to be transacted thereat.

Section 2.4 Notice of Meetings or Reports.

Written notice of each meeting of shareholders shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall be given either personally or by mail or other means of written communication, addressed or delivered to each shareholder entitled to vote at such meeting at the address of such shareholder appearing on the books of the corporation or given by him to the corporation for the purpose of such notice. If no such address appears or is given, notice shall be given either personally or by mail or other means of written communication addressed to the shareholder at the place where the principal executive office of the corporation is located, or by publication at least once in a newspaper of general circulation in the county in which said office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

The same procedure for the giving of notice shall apply to the giving of any report to shareholders.

All such notices shall state the place, the date and the hour of such meeting, and shall state such matters, if any, as may be expressly required by the California Corporations Code.

Upon request by any person or persons entitled to call a special meeting, the Chairman of the Board, President, Vice President or Secretary shall within twenty (20) days after receipt of the request cause notice to be given to the shareholders entitled to vote that a special meeting will be held at a time requested by the person or persons calling the meeting, but not less than thirty-five (35) nor more than sixty (60) days after receipt of the request.

All other notices shall be sent by the Secretary or an Assistant Secretary, or if there be no such officer, or in the case of his neglect or refusal to act, by any other officer, or by persons calling the meeting.

Section 2.5 Adjourned Meetings and Notice Thereof.

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, represented either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting, except as provided in Section 2.7 of these By-Laws.

When a shareholders' meeting is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken; except that if the adjournment is for more than forty-five (45) days or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record entitled to vote thereat.

At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 2.6 Voting.

Except as otherwise provided in the Articles of Incorporation and subject to Section 6.1 of these By-Laws, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of shareholders. Vote may be viva voce or by ballot; provided, however, that elections for directors must be by ballot upon demand made by a shareholder at the meeting and before the voting begins.

Every shareholder entitled to vote at any election for Directors may cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected, multiplied by the number of votes to which his shares are entitled, or to distribute his votes on the same principle among as many candidates as he thinks fit, provided that no shareholder shall be entitled to cumulate votes unless such candidate or candidates names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting, prior to the voting, of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination. The candidates receiving the highest number of votes of the shares entitled to be voted for them, up to the number of directors to be elected by such shares, shall be elected.

Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it shall be conclusively presumed that the shareholder's approving vote is with respect to all shares said shareholder is entitled to vote.

Section 2.7 Quorum.

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless otherwise required by the Articles of Incorporation.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.8 Consent of Absentees.

The transactions of any meeting of shareholders, if not duly called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; provided, that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law or these By-Laws to be included in the notice but not so included if such objection is expressly made at the meeting.

Section 2.9 Action Without Meeting.

Any action which may be taken at any meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, that except to fill a vacancy as provided in Section 3.6 of these By-Laws, Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of Directors.

Unless the consents of all shareholders entitled to vote have been solicited in writing, notice of the following actions approved by shareholders without a meeting by less than unanimous written consent shall be given to those shareholders entitled to vote who have not consented in writing at least ten (10) days before the consummation of the action authorized by such approval:

1. Approval of a contract or other transaction between the corporation and one or more of its Directors, or between the corporation and any corporation, firm or association in which one or more of its Directors has a material financial interest.

2. Approval of any indemnification to be made by the corporation of a person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person was or is an agent of the corporation.

3. Approval of the principal terms of a reorganization.

4. Approval of a plan of distribution of the shares, obligations or securities of any other corporation, or assets other than money, which is not in accordance with the liquidation rights of the preferred shares as specified in the Articles of Incorporation or a Certificate of Determination.

Unless the consents of all shareholders entitled to vote have been solicited in writing, prompt notice of the taking of any corporate action not listed above which is approved by shareholders without a meeting by less than unanimous written consent, shall be given to those shareholders entitled to vote who have not consented in writing.

Such notice shall be given as provided in Section 2.4 of these By-Laws.

Section 2.10 Proxies.

Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy.

ARTICLE III

DIRECTORS

Section 3.1 Powers.

Subject to the limitations stated in the Articles of Incorporation, these By-Laws, and the California Corporations Code as to actions which shall be approved by the shareholders or by the affirmative vote of a majority of the outstanding shares entitled to vote, and subject to the duties of Directors as prescribed by the California Corporations Code, all corporate powers shall be exercised by, or under the direction of, and the business and affairs of the corporation shall be managed by, the Board of Directors.

Section 3.2 Number of Directors.

The authorized number of Directors of the corporation shall be three (3) until changed by a By-Law duly adopted by the affirmative vote of a majority of the outstanding shares entitled to vote amending this Section 3.2.

Section 3.3 Election and Term of Office.

The Directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting of the shareholders held for that purpose. All Directors shall hold office until the expiration of the term for which elected and until their respective successors are elected, except in the case of the death, resignation or removal of any Director. A Director need not be a shareholder.

Section 3.4 Resignation.

Any Director may resign effective upon giving written notice to the Chairman of the Board, the President,

the Secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 3.5 Removal.

The entire Board of Directors or any individual Director may be removed from office, prior to the expiration of their or his term of office only in the manner and within the limitations provided by the California Corporations Code.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of such Director's term of office.

Section 3.6 Vacancies.

A vacancy in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any Director, or if the authorized number of Directors be increased, or if the shareholders fail at any annual or special meeting of shareholders at which any Director or Directors are elected to elect the full authorized number of Directors to be voted for at that meeting.

Vacancies in the Board of Directors may be filled by a majority of the Directors then in office, whether or not less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until the expiration of the term for which he was elected and until his successor is elected at an annual or a special meeting of the shareholders, or until his death, resignation or removal.

The shareholders may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors. Any such election by written consent other than to fill a vacancy created by removal requires the consent of a majority of the outstanding shares entitled to vote. A Director may not be elected by written consent to fill a vacancy created by removal except by unanimous written consent of all shares entitled to vote for the election of directors.

Section 3.7 Organization Meeting.

Immediately after each annual meeting of shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, the election of officers and the transaction of other business. No notice of such meeting need be given.

Section 3.8 Other Regular Meetings.

The Board of Directors may provide by resolution the time and place for the holding of regular meetings of the Board; provided, however, that if the date so designated falls upon a legal holiday, then the meeting shall be held at the same time and place on the next succeeding day which is not a legal holiday. No notice of such regular meetings of the Board need be given.

Section 3.9 Calling Meetings.

Meetings of the Board of Directors for any purpose or purposes shall be held whenever called by the Chairman of the Board, the President or the Secretary or any two Directors of the corporation.

Section 3.10 Place of Meetings.

Meetings of the Board of Directors shall be held at any place within or without the State of California which may be designated in the notice of the meeting, or, if not stated in the notice or there is no notice, designated by resolution of the Board. In the absence of such designation, meetings of the Board of Directors shall be held at the principal executive office of the corporation.

Section 3.11 Telephonic Meetings.

Members of the Board may participate in a regular or special meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 3.11 constitutes presence in person at such meeting.

Section 3.12 Notice of Special Meetings.

Written notice of the time and place of special meetings of the Board of Directors shall be delivered personally to each Director, or sent to each Director by mail, telephone or telegraph. In case such notice is sent by mail, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally, or by telephone or telegraph, it shall be so delivered at least forty-eight (48) hours prior to the time of the holding of the meeting. Such notice may be given by the Secretary of the corporation or by the persons who called said meeting. Such notice need not specify the purpose of the meeting, and

notice shall not be necessary if appropriate waivers, consents and/or approvals are filed in accordance with Section 3.13 of these By-Laws.

Section 3.13 Waiver of Notice.

Notice of a meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director.

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.14 Action Without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.15 Quorum.

A majority of the authorized number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Articles of Incorporation, or the California Corporations Code, specifically requires a greater number. In the absence of a quorum at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting as provided in Section 3.16 of these By-Laws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough Directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.16 Adjournment.

Any meeting of the Board of Directors, whether or not a quorum is present, may be adjourned to another time and place by the vote of a majority of the Directors present. Notice of the time and place of the adjourned meeting need not be given to absent Directors if said time and place are fixed at the meeting adjourned.

Section 3.17 Inspection Rights.

Every Director shall have the absolute right at any time to inspect, copy and make extra copies of, in person or by agent or attorney, all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 3.18 Fees and Compensation.

Directors shall not receive any stated salary for their services as directors, but, by resolution of the Board, a fixed fee, with or without expenses of attendance, may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

ARTICLE IV

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

Section 4.1 Executive Committee.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, appoint an executive committee, consisting of two or more Directors. The Board may designate one or more Directors as an alternate member of such committee, who may replace any absent member of any meeting of the committee. The executive committee, subject to any limitations imposed by the California Corporations Code, or by resolution adopted by the affirmative vote of a majority of the authorized number of Directors, or imposed by the Articles of Incorporation or by these By-Laws, shall have and may exercise all of the powers of the Board of Directors.

Section 4.2 Other Committees.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, designate such other committees, each consisting of 2 or more

Directors, as it may from time to time deem advisable to perform such general or special duties as may from time to time be delegated to any such committee by the Board of Directors, subject to the limitations contained in the California Corporations Code, or imposed by the Articles of Incorporation or by these By-Laws. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee.

Section 4.3 Minutes and Reports.

Each committee shall keep regular minutes of its proceedings, which shall be filed with the Secretary. All action by any committee shall be reported to the Board of Directors at the next meeting thereof, and, insofar as rights of third parties shall not be affected thereby, shall be subject to revision and alteration by the Board of Directors.

Section 4.4 Meetings.

Except as otherwise provided in these By-Laws or by resolution of the Board of Directors, each committee shall adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, and it shall also meet at the call of any member of the committee. Unless otherwise provided by such rules or by resolution of the Board of Directors, committee meetings shall be governed by Sections 3.11, 3.12 and 3.13 of these By-Laws.

Section 4.5 Term of Office of Committee Members.

The term of office of any committee member shall be as provided in the resolution of the Board of Directors designating him but shall not exceed his term as a Director. Any member of a committee may be removed at any time by resolution adopted by Directors holding a majority of the directorships, either present at a meeting of the Board or by written approval thereof.

ARTICLE V

OFFICERS

Section 5.1 Officers.

The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be the Chief Financial Officer of the corporation. The corporation may also have, at the discretion of the Board

of Directors, a Chairman of the Board, one or more additional Vice Presidents, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3. One person may hold two or more offices.

Section 5.2 Election.

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 and 5.5, shall be chosen annually by the Board of Directors and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 5.3 Subordinate Officers, etc.

The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine.

Section 5.4 Removal and Resignation.

Any officer may be removed, either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by an officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5 Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to such office.

Section 5.6 Chairman of the Board.

The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the

Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these By-Laws.

Section 5.7 President.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the general manager and chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and officers of the corporation. He shall preside at all meetings of the shareholders. He shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or by these By-Laws.

Section 5.8 Vice President.

In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these By-Laws.

Section 5.9 Secretary.

The Secretary shall keep, or cause to be kept, a book of minutes in written form of the proceedings of the Board of Directors, committees of the Board, and shareholders. Such minutes shall include all waivers of notice, consents to the holding of meetings, or approvals of the minutes of meetings executed pursuant to these By-Laws or the California Corporations Code. The Secretary shall keep, or cause to be kept at the principal executive office or at the office of the corporation's transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each.

The Secretary shall give or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by these By-Laws or by law to be given, and shall keep the seal of the corporation in safe custody,

and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.

Section 5.10 Treasurer and Chief Financial Officer.

The Treasurer and Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account in written form or any other form capable of being converted into written form.

The Treasurer and Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse all funds of the corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his transactions as Treasurer and Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these By-Laws.

Section 5.11 Assistant Secretary.

The Assistant Secretary shall have all the powers, and perform all the duties of, the Secretary in the absence or inability of the Secretary to act.

Section 5.12 Compensation.

The compensation of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such compensation by reason of the fact that he is also a Director of the corporation.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Record Date.

The Board of Directors may fix, in advance, a time in the future as the record date for the determination of shareholders entitled to notice of any meeting or to vote or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action. Shareholders on the record date are entitled to notice and to vote or receive the dividend, distribution or allotment of

rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares in the books of the corporation after the record date, except as otherwise provided by law. Said record date shall not be more than sixty (60) or less than ten (10) days prior to the date of such meeting, nor more than sixty (60) days prior to any other action.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

If no record date is fixed by the Board of Directors, the record date shall be fixed pursuant to the California Corporations Code.

Section 6.2 Inspection of Corporate Records.

The accounting books and records, and minutes of proceedings of the shareholders and the Board of Directors and committees of the Board shall be open to inspection upon written demand made upon the corporation by any shareholder or the holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to his interest as a shareholder, or as the holder of such voting trust certificate. The record of shareholders shall also be open to inspection by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holder's interest as a shareholder or holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney, and shall include the right to copy and to make extracts.

Section 6.3 Execution of Corporate Instruments.

The Board of Directors may, in its discretion, determine the method and designate the statutory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and such execution or signature shall be binding upon the corporation. Unless otherwise specifically determined by the Board of Directors, formal contracts of the corporation, promissory notes, mortgages, evidences of indebtedness, conveyances or other instruments in writing, and any assignment or endorsement thereof, executed or entered into

between the corporation and any person, may be signed by the Chairman of the Board, the President, any Vice President, the Secretary or the Treasurer of the corporation.

Section 6.4 Ratification by Shareholders.

The Board of Directors may, subject to applicable notice requirements, in its discretion, submit any contract or act for approval or ratification of the shareholders at any annual meeting of shareholders, or at any special meeting of shareholders called for that purpose; and any contract or act which shall be approved or ratified by the affirmative vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of shareholders, shall be as valid and binding upon the corporation and upon the shareholders thereof as though approved or ratified by each and every shareholder of the corporation, unless a greater vote is required by law for such purpose.

Section 6.5 Annual Report.

For so long as the corporation has less than 100 holders of record of its shares, the mandatory requirement of an annual report is hereby expressly waived. The Board of Directors may, in its discretion, cause an annual report to be sent to the shareholders. Such reports shall contain at least a balance sheet as of the close of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, and shall be accompanied by any report thereon of independent accountants, or if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit in the books and records of the corporation.

A shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement and/or a balance sheet of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than thirty (30) days prior to the date of the request, and such statement shall be delivered or mailed to the person making the request within thirty (30) days thereafter. Such statements shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificates of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Section 6.6 Representation of Shares of Other Corporations.

The President and Vice President of this corporation are authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers to vote or represent on behalf of this corporation any and all shares held by this corporation and any other corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney and duly executed by said officers.

Section 6.7 Inspection of By-Laws.

The corporation shall keep in its principal executive office in this State the original or a copy of the By-Laws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VII

SHARES OF STOCK

Section 7.1 Form of Certificates.

Certificates for shares of stock of the corporation shall be in such form and design as the Board of Directors shall determine and shall be signed in the name of the corporation by the Chairman of the Board, or the President or Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or any Assistant Secretary. Each certificate shall state the certificate number, the date of issuance, the number, class or series and the name of the record holder of the shares represented thereby, the name of the corporation, and, if the shares of the corporation are classified or if any class of shares has two or more series, there shall appear the statement required by the California Corporations Code.

Section 7.2 Transfer of Shares.

Shares of stock may be transferred in any manner permitted or provided by law. Before any transfer of stock is entered upon the books of the corporation, or any new certificate issued therefor, the older certificate, properly endorsed, shall be surrendered and cancelled, except when a certificate has been lost, stolen or destroyed.

Section 7.3 Lost Certificates.

The Board of Directors may order a new certificate for shares of stock to be issued in the place of any certificate alleged to have been lost, stolen or destroyed, but in every such case, the owner or the legal representative of the owner of the lost, stolen or destroyed certificates may be required to give the corporation a bond (or other adequate security) in such form and amount as the Board may deem sufficient to indemnify it against any claim that may be made against the corporation (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or issuance of such new certificate.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 8.1 Indemnification by Corporation.

The Board may, in its discretion, indemnify any Director, officer, employee or other agent of the corporation against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in a proceeding (including a derivative action on behalf of the corporation) to which that person was or is threatened to be made a party by reason of the fact that he was or is an agent of the corporation, but only to the extent allowed by the California Corporations Code and subject to Director or shareholder approval as required by said code.

In no event shall anything herein contained be construed as authorizing the corporation to indemnify any such Director or officer against any liability or expense by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall not be exclusive of other rights as to which any Director or officer may be entitled by law.

Section 8.2 Advancing Expenses.

The corporation may advance to each Director or officer the expenses incurred in defending any proceeding referred to in Section 8.1 of these By-Laws prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall be determined ultimately

that the Director or officer is entitled to be indemnified as authorized in Section 8.1 of these By-Laws.

ARTICLE IX
AMENDMENTS

Section 9.1 Power of Shareholders.

New By-Laws may be adopted or these By-Laws may be amended or repealed by the affirmative vote of a majority of the outstanding shares entitled to vote or by the written consent thereof, except as otherwise provided by law or by the Articles of Incorporation.

Section 9.2 Power of Directors.

Subject to the right of shareholders as provided in Section 9.1 of these By-Laws, By-Laws other than a By-Law or amendment thereof specifying or changing the authorized number of Directors, or the minimum or maximum number of a variable Board of Directors, or changing from a fixed to a variable Board of Directors or vice versa, may be adopted, amended or repealed by the approval of the Board of Directors.

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FILED
In the office of the Secretary of State
of the State of California
OCT 25 1977
MARCH FONG EU, Secretary of State
[ILLEGIBLE]
Deputy

ARTICLES OF INCORPORATION
OF
PACIFIC PAPER TRANSPORT COMPANY

ARTICLE I

NAME

The name of the Corporation is Pacific Paper Transport Company.

ARTICLE II

PURPOSES

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

INITIAL AGENT FOR SERVICE OF PROCESS

The name and address in the State of California of the Corporation's initial agent for service of process are Frank J. Garavano, 403 South Lincoln Street, Stockton, California 95203.

ARTICLE IV

STOCK

The Corporation is authorized to issue one class of shares. The total number of shares which the Corporation is authorized to issue is 10,000.

ARTICLE V

CORPORATE EXISTENCE

The corporate existence shall begin upon the date of the filing of these Articles of Incorporation, which shall be: the date of receipt thereof by the Secretary of State of the State of California.

ARTICLE VI

INCORPORATOR

The name and address of the incorporator of the Corporation are:

Name	Address
Frank J. Garavano	403 South Lincoln Street Stockton, California 95203

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on October 24, 1977.

/s/ Frank J. Garavano
Frank J. Garavano

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ Frank J. Garavano
Frank J. Garavano

NAME CHG. TO: SUNSET DISPOSAL SERVICE INC.

FILED
in the office of the Secretary of State
of the State of California
FEB 23 1982
March Fong EU, Secretary of State
(ILLEGIBLE)
Deputy

CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION OF
PACIFIC PAPER TRANSPORT COMPANY

FRANK J. GARAVANO and GREGORY J. BASSO, certify:

1. They are the duly elected and acting President and Secretary, respectively, of PACIFIC PAPER TRANSPORT COMPANY, a California corporation.
2. Article I of the Articles of Incorporation of said Corporation are amended to read in full as follows:

"ARTICLE I

NAME

The name of the Corporation is SUNSET DISPOSAL SERVICE INC."

3. The foregoing amendment has been approved by the Board of Directors of said corporation.

4. The foregoing amendment was approved by the required vote of the shareholders of said Corporation in accordance with Section 902 of the California General Corporation Law. The total number of outstanding shares entitled to vote with respect to the foregoing amendment was 1,500 shares; and the number of shares voting in favor of the foregoing amendment equalled or exceeded the vote required, such required vote being more than 50%.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on February 22, 1982.

/s/ Frank J. Garavano

Frank J. Garavano, President

/s/ Gregory J. Basso

Gregory J. Basso

The undersigned, FRANK J. GARAVANO and GREGORY J. BASSO, President and Secretary, respectively, of PACIFIC PAPER TRANSPORT COMPANY, each declare under penalty of perjury that the matters set forth in the foregoing certificate are true of his own knowledge.

Executed at Palo Alto , California, on February 22, 1982.

/s/ Frank J. Garavano
Frank J. Garavano

/s/ Gregory J. Basso
Gregory J. Basso



BY-LAWS
OF
SUNSET DISPOSAL SERVICE, INC.

ARTICLE I
OFFICES

Section 1.1 Principal Executive Office.

The principal executive office for the transaction of the business of the corporation is hereby fixed and located at 401 South Lincoln Street, City of Stockton, County of San Joaquin, State of California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another.

Section 1.2 Other Offices.

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the corporation is qualified to do business.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Place of Meetings.

All meetings of shareholders shall be held either at the principal executive office or at any other place within or without the State of California which may be designated either by the Board of Directors or by the written consent of a majority of the shareholders entitled to vote thereat as determined pursuant to Section 6.1 of these By-Laws given either before or after the meeting.

Section 2.2 Annual Meetings.

The annual meetings of shareholders shall be held on such day and at such hour as may be fixed by the Board of Directors. At such meeting, Directors shall be elected, and any other proper business may be transacted.

Section 2.3 Special Meetings.

Special meetings of the shareholders may be called at any time by the Board of Directors, the Chairman of the Board, the President, or by the holders of shares entitled to

cast not less than ten percent (10%) of the votes at the meeting. Notice of such special meeting shall be given in the same manner as for the annual meeting of shareholders. Notices of any special meetings shall specify in addition to the place, date and hour of such meeting, the general nature of the business to be transacted thereat.

Section 2.4 Notice of Meetings or Reports.

Written notice of each meeting of shareholders shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall be given either personally or by mail or other means of written communication, addressed or delivered to each shareholder entitled to vote at such meeting at the address of such shareholder appearing on the books of the corporation or given by him to the corporation for the purpose of such notice. If no such address appears or is given, notice shall be given either personally or by mail or other means of written communication addressed to the shareholder at the place where the principal executive office of the corporation is located, or by publication at least once in a newspaper of general circulation in the county in which said office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

The same procedure for the giving of notice shall apply to the giving of any report to shareholders.

All such notices shall state the place, the date and the hour of such meeting, and shall state such matters, if any, as may be expressly required by the California Corporations Code.

Upon request by any person or persons entitled to call a special meeting, the Chairman of the Board, President, Vice President or Secretary shall within twenty (20) days after receipt of the request cause notice to be given to the shareholders entitled to vote that a special meeting will be held at a time requested by the person or persons calling the meeting, but not less than thirty-five (35) nor more than sixty (60) days after receipt of the request.

All other notices shall be sent by the Secretary or an Assistant Secretary, or if there be no such officer, or in the case of his neglect or refusal to act, by any other officer, or by persons calling the meeting.

Section 2.5 Adjourned Meetings and Notice Thereof.

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, represented either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting, except as provided in Section 2.7 of these By-Laws.

When a shareholders' meeting is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken; except that if the adjournment is for more than forty-five (45) days or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record entitled to vote thereat.

At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 2.6 Voting.

Except as otherwise provided in the Articles of Incorporation and subject to Section 6.1 of these By-Laws, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of shareholders. Vote may be viva voce or by ballot; provided, however, that elections for directors must be by ballot upon demand made by a shareholder at the meeting and before the voting begins.

Every shareholder entitled to vote at any election for Directors may cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected, multiplied by the number of votes to which his shares are entitled, or to distribute his votes on the same principle among as many candidates as he thinks fit, provided that no shareholder shall be entitled to cumulate votes unless such candidate or candidates names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting, prior to the voting, of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination. The candidates receiving the highest number of votes of the shares entitled to be voted for them, up to the number of directors to be elected by such shares, shall be elected.

Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it shall be conclusively presumed that the shareholder's approving vote is with respect to all shares said shareholder is entitled to vote.

Section 2.7 Quorum.

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless otherwise required by the Articles of Incorporation.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.8 Consent of Absentees.

The transactions of any meeting of shareholders, if not duly called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; provided, that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law or these By-Laws to be included in the notice but not so included if such objection is expressly made at the meeting.

Section 2.9 Action Without Meeting.

Any action which may be taken at any meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, that except to fill a vacancy as provided in Section 3.6 of these By-Laws, Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of Directors.

Unless the consents of all shareholders entitled to vote have been solicited in writing, notice of the following actions approved by shareholders without a meeting by less than unanimous written consent shall be given to those shareholders entitled to vote who have not consented in writing at least ten (10) days before the consummation of the action authorized by such approval:

1. Approval of a contract or other transaction between the corporation and one or more of its Directors, or between the corporation and any corporation, firm or association in which one or more of its Directors has a material financial interest.

2. Approval of any indemnification to be made by the corporation of a person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person was or is an agent of the corporation.

3. Approval of the principal terms of a reorganization.

4. Approval of a plan of distribution of the shares, obligations or securities of any other corporation, or assets other than money, which is not in accordance with the liquidation rights of the preferred shares as specified in the Articles of Incorporation or a Certificate of Determination.

Unless the consents of all shareholders entitled to vote have been solicited in writing, prompt notice of the taking of any corporate action not listed above which is approved by shareholders without a meeting by less than unanimous written consent, shall be given to those shareholders entitled to vote who have not consented in writing.

Such notice shall be given as provided in Section 2.4 of these By-Laws.

Section 2.10 Proxies.

Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy.

ARTICLE III

DIRECTORS

Section 3.1 Powers.

Subject to the limitations stated in the Articles of Incorporation, these By-Laws, and the California Corporations Code as to actions which shall be approved by the shareholders or by the affirmative vote of a majority of the outstanding shares entitled to vote, and subject to the duties of Directors as prescribed by the California Corporations Code, all corporate powers shall be exercised by, or under the direction of, and the business and affairs of the corporation shall be managed by, the Board of Directors.

Section 3.2 Number of Directors.

The authorized number of Directors of the corporation shall be three (3) until changed by a By-Law duly adopted by the affirmative vote of a majority of the outstanding shares entitled to vote amending this Section 3.2.

Section 3.3 Election and Term of Office.

The Directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting of the shareholders held for that purpose. All Directors shall hold office until the expiration of the term for which elected and until their respective successors are elected, except in the case of the death, resignation or removal of any Director. A Director need not be a shareholder.

Section 3.4 Resignation.

Any Director may resign effective upon giving written notice to the Chairman of the Board, the President,

the Secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 3.5 Removal.

The entire Board of Directors or any individual Director may be removed from office, prior to the expiration of their or his term of office only in the manner and within the limitations provided by the California Corporations Code.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of such Director's term of office.

Section 3.6 Vacancies.

A vacancy in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any Director, or if the authorized number of Directors be increased, or if the shareholders fail at any annual or special meeting of shareholders at which any Director or Directors are elected to elect the full authorized number of Directors to be voted for at that meeting.

Vacancies in the Board of Directors may be filled by a majority of the Directors then in office, whether or not less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until the expiration of the term for which he was elected and until his successor is elected at an annual or a special meeting of the shareholders, or until his death, resignation or removal.

The shareholders may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors. Any such election by written consent other than to fill a vacancy created by removal requires the consent of a majority of the outstanding shares entitled to vote. A Director may not be elected by written consent to fill a vacancy created by removal except by unanimous written consent of all shares entitled to vote for the election of directors.

Section 3.7 Organization Meeting.

Immediately after each annual meeting of shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, the election of officers and the transaction of other business. No notice of such meeting need be given.

Section 3.8 Other Regular Meetings.

The Board of Directors may provide by resolution the time and place for the holding of regular meetings of the Board; provided, however, that if the date so designated falls upon a legal holiday, then the meeting shall be held at the same time and place on the next succeeding day which is not a legal holiday. No notice of such regular meetings of the Board need be given.

Section 3.9 Calling Meetings.

Meetings of the Board of Directors for any purpose or purposes shall be held whenever called by the Chairman of the Board, the President or the Secretary or any two Directors of the corporation.

Section 3.10 Place of Meetings.

Meetings of the Board of Directors shall be held at any place within or without the State of California which may be designated in the notice of the meeting, or, if not stated in the notice or there is no notice, designated by resolution of the Board. In the absence of such designation, meetings of the Board of Directors shall be held at the principal executive office of the corporation.

Section 3.11 Telephonic Meetings.

Members of the Board may participate in a regular or special meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 3.11 constitutes presence in person at such meeting.

Section 3.12 Notice of Special Meetings.

Written notice of the time and place of special meetings of the Board of Directors shall be delivered personally to each Director, or sent to each Director by mail, telephone or telegraph. In case such notice is sent by mail, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally, or by telephone or telegraph, it shall be so delivered at least forty-eight (48) hours prior to the time of the holding of the meeting. Such notice may be given by the Secretary of the corporation or by the persons who called said meeting. Such notice need not specify the purpose of the meeting, and

notice shall not be necessary if appropriate waivers, consents and/or approvals are filed in accordance with Section 3.13 of these By-Laws.

Section 3.13 Waiver of Notice.

Notice of a meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director.

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.14 Action Without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.15 Quorum.

A majority of the authorized number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Articles of Incorporation, or the California Corporations Code, specifically requires a greater number. In the absence of a quorum at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting as provided in Section 3.16 of these By-Laws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough Directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.16 Adjournment.

Any meeting of the Board of Directors, whether or not a quorum is present, may be adjourned to another time and place by the vote of a majority of the Directors present. Notice of the time and place of the adjourned meeting need not be given to absent Directors if said time and place are fixed at the meeting adjourned.

Section 3.17 Inspection Rights.

Every Director shall have the absolute right at any time to inspect, copy and make extra copies of, in person or by agent or attorney, all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 3.18 Fees and Compensation.

Directors shall not receive any stated salary for their services as directors, but, by resolution of the Board, a fixed fee, with or without expenses of attendance, may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

ARTICLE IV

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

Section 4.1 Executive Committee.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, appoint an executive committee, consisting of two or more Directors. The Board may designate one or more Directors as an alternate member of such committee, who may replace any absent member of any meeting of the committee. The executive committee, subject to any limitations imposed by the California Corporations Code, or by resolution adopted by the affirmative vote of a majority of the authorized number of Directors, or imposed by the Articles of Incorporation or by these By-Laws, shall have and may exercise all of the powers of the Board of Directors.

Section 4.2 Other Committees.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, designate such other committees, each consisting of 2 or more

Directors, as it may from time to time deem advisable to perform such general or special duties as may from time to time be delegated to any such committee by the Board of Directors, subject to the limitations contained in the California Corporations Code, or imposed by the Articles of Incorporation or by these By-Laws. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee.

Section 4.3 Minutes and Reports.

Each committee shall keep regular minutes of its proceedings, which shall be filed with the Secretary. All action by any committee shall be reported to the Board of Directors at the next meeting thereof, and, insofar as rights of third parties shall not be affected thereby, shall be subject to revision and alteration by the Board of Directors.

Section 4.4 Meetings.

Except as otherwise provided in these By-Laws or by resolution of the Board of Directors, each committee shall adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, and it shall also meet at the call of any member of the committee. Unless otherwise provided by such rules or by resolution of the Board of Directors, committee meetings shall be governed by Sections 3.11, 3.12 and 3.13 of these By-Laws.

Section 4.5 Term of Office of Committee Members.

The term of office of any committee member shall be as provided in the resolution of the Board of Directors designating him but shall not exceed his term as a Director. Any member of a committee may be removed at any time by resolution adopted by Directors holding a majority of the directorships, either present at a meeting of the Board or by written approval thereof.

ARTICLE V

OFFICERS

Section 5.1 Officers.

The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be the Chief Financial Officer of the corporation. The corporation may also have, at the discretion of the Board

of Directors, a Chairman of the Board, one or more additional Vice Presidents, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3. One person may hold two or more offices.

Section 5.2 Election.

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 and 5.5, shall be chosen annually by the Board of Directors and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 5.3 Subordinate Officers, etc.

The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine.

Section 5.4 Removal and Resignation.

Any officer may be removed, either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by an officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5 Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to such office.

Section 5.6 Chairman of the Board.

The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the

Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these By-Laws.

Section 5.7 President.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the general manager and chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and officers of the corporation. He shall preside at all meetings of the shareholders. He shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or by these By-Laws.

Section 5.8 Vice President.

In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these By-Laws.

Section 5.9 Secretary.

The Secretary shall keep, or cause to be kept, a book of minutes in written form of the proceedings of the Board of Directors, committees of the Board, and shareholders. Such minutes shall include all waivers of notice, consents to the holding of meetings, or approvals of the minutes of meetings executed pursuant to these By-Laws or the California Corporations Code. The Secretary shall keep, or cause to be kept at the principal executive office or at the office of the corporation's transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each.

The Secretary shall give or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by these By-Laws or by law to be given, and shall keep the seal of the corporation in safe custody,

and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.

Section 5.10 Treasurer and Chief Financial Officer.

The Treasurer and Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account in written form or any other form capable of being converted into written form.

The Treasurer and Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse all funds of the corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his transactions as Treasurer and Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these By-Laws.

Section 5.11 Assistant Secretary.

The Assistant Secretary shall have all the powers, and perform all the duties of, the Secretary in the absence or inability of the Secretary to act.

Section 5.12 Compensation.

The compensation of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such compensation by reason of the fact that he is also a Director of the corporation.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Record Date.

The Board of Directors may fix, in advance, a time in the future as the record date for the determination of shareholders entitled to notice of any meeting or to vote or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action. Shareholders on the record date are entitled to notice and to vote or receive the dividend, distribution or allotment of

rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares in the books of the corporation after the record date, except as otherwise provided by law. Said record date shall not be more than sixty (60) or less than ten (10) days prior to the date of such meeting, nor more than sixty (60) days prior to any other action.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

If no record date is fixed by the Board of Directors, the record date shall be fixed pursuant to the California Corporations Code.

Section 6.2 Inspection of Corporate Records.

The accounting books and records, and minutes of proceedings of the shareholders and the Board of Directors and committees of the Board shall be open to inspection upon written demand made upon the corporation by any shareholder or the holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to his interest as a shareholder, or as the holder of such voting trust certificate. The record of shareholders shall also be open to inspection by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holder's interest as a shareholder or holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney, and shall include the right to copy and to make extracts.

Section 6.3 Execution of Corporate Instruments.

The Board of Directors may, in its discretion, determine the method and designate the statutory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and such execution or signature shall be binding upon the corporation. Unless otherwise specifically determined by the Board of Directors, formal contracts of the corporation, promissory notes, mortgages, evidences of indebtedness, conveyances or other instruments in writing, and any assignment or endorsement thereof, executed or entered into

between the corporation and any person, may be signed by the Chairman of the Board, the President, any Vice President, the Secretary or the Treasurer of the corporation.

Section 6.4 Ratification by Shareholders.

The Board of Directors may, subject to applicable notice requirements, in its discretion, submit any contract or act for approval or ratification of the shareholders at any annual meeting of shareholders, or at any special meeting of shareholders called for that purpose; and any contract or act which shall be approved or ratified by the affirmative vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of shareholders, shall be as valid and binding upon the corporation and upon the shareholders thereof as though approved or ratified by each and every shareholder of the corporation, unless a greater vote is required by law for such purpose.

Section 6.5 Annual Report.

For so long as the corporation has less than 100 holders of record of its shares, the mandatory requirement of an annual report is hereby expressly waived. The Board of Directors may, in its discretion, cause an annual report to be sent to the shareholders. Such reports shall contain at least a balance sheet as of the close of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, and shall be accompanied by any report thereon of independent accountants, or if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit in the books and records of the corporation.

A shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement and/or a balance sheet of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than thirty (30) days prior to the date of the request, and such statement shall be delivered or mailed to the person making the request within thirty (30) days thereafter. Such statements shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificates of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Section 6.6 Representation of Shares of Other Corporations.

The President and Vice President of this corporation are authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers to vote or represent on behalf of this corporation any and all shares held by this corporation and any other corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney and duly executed by said officers.

Section 6.7 Inspection of By-Laws.

The corporation shall keep in its principal executive office in this State the original or a copy of the By-Laws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VII
SHARES OF STOCK

Section 7.1 Form of Certificates.

Certificates for shares of stock of the corporation shall be in such form and design as the Board of Directors shall determine and shall be signed in the name of the corporation by the Chairman of the Board, or the President or Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or any Assistant Secretary. Each certificate shall state the certificate number, the date of issuance, the number, class or series and the name of the record holder of the shares represented thereby, the name of the corporation, and, if the shares of the corporation are classified or if any class of shares has two or more series, there shall appear the statement required by the California Corporations Code.

Section 7.2 Transfer of Shares

Shares of stock may be transferred in any manner permitted or provided by law. Before any transfer of stock is entered upon the books of the corporation, or any new certificate issued therefor, the older certificate, properly endorsed, shall be surrendered and cancelled, except when a certificate has been lost, stolen or destroyed.

Section 7.3 Lost Certificates.

The Board of Directors may order a new certificate for shares of stock to be issued in the place of any certificate alleged to have been lost, stolen or destroyed, but in every such case, the owner or the legal representative of the owner of the lost, stolen or destroyed certificates may be required to give the corporation a bond (or other adequate security) in such form and amount as the Board may deem sufficient to indemnify it against any claim that may be made against the corporation (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or issuance of such new certificate.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 8.1 Indemnification by Corporation.

The Board may, in its discretion, indemnify any Director, officer, employee or other agent of the corporation against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in a proceeding (including a derivative action on behalf of the corporation) to which that person was or is threatened to be made a party by reason of the fact that he was or is an agent of the corporation, but only to the extent allowed by the California Corporations Code and subject to Director or shareholder approval as required by said code.

In no event shall anything herein contained be construed as authorizing the corporation to indemnify any such Director or officer against any liability or expense by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall not be exclusive of other rights as to which any Director or officer may be entitled by law.

Section 8.2 Advancing Expenses.

The corporation may advance to each Director or officer the expenses incurred in defending any proceeding referred to in Section 8.1 of these By-Laws prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall be determined ultimately

that the Director or officer is entitled to be indemnified as authorized in Section 8.1 of these By-Laws.

ARTICLE IX
AMENDMENTS

Section 9.1 Power of Shareholders.

New By-Laws may be adopted or these By-Laws may be amended or repealed by the affirmative vote of a majority of the outstanding shares entitled to vote or by the written consent thereof, except as otherwise provided by law or by the Articles of Incorporation.

Section 9.2 Power of Directors

Subject to the right of shareholders as provided in Section 9.1 of these By-Laws, By-Laws other than a By-Law or amendment thereof specifying or changing the authorized number of Directors, or the minimum or maximum number of a variable Board of Directors, or changing from a fixed to a variable Board of Directors or vice versa, may be adopted, amended or repealed by the approval of the Board of Directors.

Articles of Incorporation

D- _____

We, the undersigned, incorporators, hereby associate ourselves together to form and establish a corporation FOR profit under the laws of the State of Kansas.

FIRST: The Name of the Corporation is SUNSET DISPOSAL, INC.

SECOND: The location of its registered office in Kansas is _____ 815 _____
(Number)

Union	Coffeyville	Montgomery	67337
(Street)	(City)	(County)	(Zip Code)

and the resident agent in charge thereof at such address is Joe L. Levy

THIRD: This Corporation is organized FOR profit and the nature of its business or purposes to be conducted or promoted is: to have and to exercise all the power now or hereafter conferred by the laws of the State of Kansas upon corporations organized pursuant to the laws under which the corporation is organized and any and all acts amendatory thereof and supplemental thereto

FOURTH: The total number of shares of this corporation is as follows: (Describe fully the class or classes of stock and the value of each.)

- 500,000 shares of _____ stock, class _____ par value of \$1.00 dollars each
- _____ shares of _____ stock, class _____ par value of _____ dollars each
- _____ shares of _____ stock, class _____ without nominal or par value
- _____ shares of _____ stock, class _____ without nominal or par value

Statement of all or any of the designations and the powers, preferences and rights and the qualifications, limitations or restrictions thereof, in respect to any class No stock of this corporation shall be transferred to a non stockholder until after it has been offered by the selling stockholder to this corporation and its stockholders for acquisition.

Statement of Grant of Authority, as may be desired to be given to the Board of Directors, if given.

FIFTH: The Name and Mailing Address of each INCORPORATOR is as follows:

Joe L. Levy	815 Union	Coffeyville
-------------	-----------	-------------

FILED
 JACK H. BRIER
 SECRETARY OF STATE
 KANSAS

SIXTH: The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

Carol K. Knisley

1801 Woodland Avenue

Coffeyville, KS

SEVENTH: The Term for which this Corporation is to exist is perpetual

In Testimony Whereof, We have hereunto subscribed our names this 17th day of April, A.D. 1980

/s/ JOE L. LEVY

JOE L. LEVY

STATE OF KANSAS,

} ss.

COUNTY OF MONTGOMERY,

Personally appeared before me, a Notary Public in and for Montgomery County, Kansas, the above-named Joe L. Levy

who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, this 17th day of April 1980

/s/ [ILLEGIBLE]

[SEAL]

[SEAL]

My appointment or commission expires July 26 1983

Submit to this office in duplicate.

A fee of \$50.00 must accompany this form.

**AMENDED AND RESTATED BYLAWS
OF
SUNSET DISPOSAL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**ENDORSED
FILED
In the office of the Secretary of State
of the State of California
AUG 18 1997**

**/s/ BILL JONES
BILL JONES, Secretary of State**

ARTICLES OF INCORPORATION

OF

Sycamore Landfill, Inc.

FIRST: That the name of the corporation is Sycamore Landfill, Inc.

SECOND: The name of this corporation's initial agent for service of process in the State of California is:

C T CORPORATION SYSTEM

THIRD: This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is: One Thousand (1,000).

(SEAL)

FOURTH: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession, permitted to be incorporated by the California Corporations Code.

FIFTH: The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California.

IN WITNESS WHEREOF, the undersigned has executed these Articles this Aug 15, 1997

/s/ Janice L. Rockey

Incorporator

AMENDED AND RESTATED BYLAWS
OF
SYCAMORE LANDFILL, INC.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may

be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract

or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the

Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the

affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or

to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



State of Missouri . . . Office of Secretary of State
 ROY D. BLUNT, Secretary of State

Articles of Incorporation

(To be submitted in duplicate by an attorney or an incorporator.)

HONORABLE ROY D. BLUNT
 SECRETARY OF STATE
 STATE OF MISSOURI
 P.O. BOX 778
 JEFFERSON CITY, MO 65102

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under The General and Business Corporation Law of Missouri adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation is: TATE'S TRANSFER SYSTEMS, INC.

ARTICLE TWO

The address, including street and number, if any, of the corporation's initial registered office in this state is: R.R. #2, Box 69, Verona, Missouri 65769 and the name of its initial agent at such address is: Mark S. Tate

ARTICLE THREE

The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue shall be: 30,000 shares of common stock, having a par value of \$1.00 each

The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows:

None

FILED AND CERTIFICATE OF
 INCORPORATION ISSUED

AUG 30 1991

/s/ Roy D. Blunt

Corp. 41(688)

ARTICLE FOUR

The extent, if any, to which the preemptive right of a shareholder to acquire additional shares is limited or denied.

None

ARTICLE FIVE

The name and place of residence of each incorporator is as follows:

<i>Name</i>	<i>Street</i>	<i>City</i>
Mark S. Tate	R.R. 1, Box 113	Aurora, Mo 65605

ARTICLE SIX

(Designate which and complete the applicable paragraph.)

The number of directors to constitute the first board of directors is _____. Thereafter the number of directors shall be fixed by, or in the manner provided in the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change.

OR

The number of directors to constitute the board of directors is one. (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The persons to constitute the first board of directors may, but need not, be named.)

Mark S. Tate

ARTICLE SEVEN

The duration of the corporation is Perpetual

ARTICLE EIGHT

The corporation is formed for the following purposes:

To engage and carry on the business of collecting, receiving, moving, loading and unloading, storage, sorting and transferring trash and other materials; to buy, to own, lease, operate, build, acquire and control, any type of suitable car, truck, or vehicle suitable for the above mentioned objects.

To borrow and loan money with or without security and to issue, sell or pledge bonds, promissory notes, bills of exchange, debentures and other obligations and evidence of indebtedness secured or unsecured.

To guarantee the performance of any contract or the obligation of any person, firm, corporation, association or entity.

To purchase, hold, acquire, use, lend, lease or hold, improve, operate, hypothecate, mortgage, sell or convey, and otherwise deal in and dispose of property of all kinds, both real and personal, including right of patents from the United States and/or foreign countries, patents, patent rights, license privileges, inventions, franchises, improvement processes, copyrights, trademarks and trade names relating to or useful in connection with the business of the corporation.

To purchase, acquire, own, hold, sell, assign, transfer or otherwise dispose of, mortgage, pledge or otherwise encumber, shares of stock of this company or of any other corporation or corporations of this state, or any other state, country, nation or government or any interest therein and while owner thereof to exercise all rights, powers and privileges of ownership pertaining thereto;

To do anything permitted of corporations pursuant to the provisions of Section 351.385 or any other application statute or authorized lawful business of the General Business Corporation Act of Missouri or the laws of the State of Missouri.

IN WITNESS WHEREOF, these Articles of Incorporation have been signed this 26th day of August, 1991.

/s/ Mark S. Tate

**AMENDED AND RESTATED BYLAWS
OF
TATES TRANSFER SYSTEMS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

Date Received
JUN 25 1985

JUN 26 1985

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

EFFECTIVE DATE:

CORPORATION IDENTIFICATION NUMBER 258-893

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is: Tay-Ban Corporation

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Trucking, excavating, real estate development, equipment rental & leasing, or to engage in any commercial, industrial, or agricultural enterprise calculated or designed to be profitable to this corporation and in conformity with the laws of the State of Michigan.

Article III

The total authorized capital stock is:

1. Common Shares 50,000 Par Value Per Share \$1.00

Preferred Shares _____ Par Value Per Share \$ _____

and/or shares without par value as follows:

2. Common Shares _____ Stated Value Per Share \$ _____

Preferred Shares _____ Stated Value Per Share \$ _____

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:



MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

Date Received
JUL 20 1989

JUL 26 1989

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: TAY-BAN CORPORATION
2. The corporation identification number (CID) assigned by the Bureau is: 258-893
3. The location of its registered office is:

4553 E. Rathbun Road	Birch Run	,	Michigan	48415
(Street Address)	(City)			(ZIP Code)

4. Article III of the Articles of incorporation is hereby amended to read as follows:

The total authorized capital stock is:

Common Shares 100,000 Par Value Per Share \$1.00

**AMENDED AND RESTATED BYLAWS
OF
TAY-BAN CORPORATION
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII, the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
DRAW ACQUISITION COMPANY TWENTY-TWO**

1. The name of the Corporation is Draw Acquisition Company Twenty-Two (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

Thomas F. O'Malley, III
3003 N. Central Avenue
Suite 2600
Phoenix, Arizona 85012

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

Larry Henk
Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
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9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 17th day of July, 1998.

/s/ Thomas F. O'Malley
Thomas F. O'Malley, Incorporator

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * * *

DRAW ACQUISITION COMPANY TWENTY-TWO, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,
DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Draw Acquisition Company Twenty-Two be amended by changing paragraph 1 thereof so that, as amended, said paragraph 1 shall be and read as follows:

1. The name of the corporation is Taylor Ridge Landfill, Inc. (the "Corporation").

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Draw Acquisition Company Twenty-Two has caused this certificate to be signed by Steven M. Helm, its Vice President, this 25th day of October.

DRAW ACQUISITION COMPANY
TWENTY-TWO

By /s/ Steven M. Helm

Steven M. Helm
Vice President

**BYLAWS
OF
DRAW ACQUISITION COMPANY TWENTY-TWO
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and

the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or

disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws,

as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person

claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed,

by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with

respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the

fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

**CERTIFICATE OF INCORPORATION
OF
TENNESSEE UNION COUNTY LANDFILL, INC.**

1. The name of the Corporation is Tennessee Union County Landfill, Inc. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

D. W. Slager
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

D. W. Slager
James Eng
G. Thomas Rochford, Jr.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the
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Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 4th day of November, 1999.

/s/ D. W. Slager

D. W. Slager, Incorporator

**BYLAWS
OF
TENNESSEE UNION COUNTY LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve

one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a

financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the

President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that

may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed,

by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**STATE OF DELAWARE
CERTIFICATE OF LIMITED PARTNERSHIP**

- **The Undersigned**, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:
- **First:** The name of the limited partnership is Tessman Road Landfill TX, LP.
- **Second:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the city of Wilmington ZIP Code: 19801. The name of the Registered Agent at such address is The Corporation Trust Company.
- **Third:** The name and mailing address of each general partner is as follows:

Allied Waste Landfill Holdings, Inc.
15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260
- **In Witness Whereof**, the undersigned has executed this Certificate of Limited Partnership as of 23rd day of August, A.D. 2005.

By: _____ /s/ Jo Lynn White
General Partner

Name: Jo Lynn White, Secretary of GP
(type or print name)

**AGREEMENT OF LIMITED PARTNERSHIP OF
TESSMAN ROAD LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of August 23, 2005, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and ALLIED WASTE SYSTEMS HOLDINGS, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is Tessman Road Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 **Substituted Limited Partners.** No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 **Cessation.** A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 **Right of Remaining General Partners to Continue Partnership.** If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 **Election of New General Partner.** In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 **Dissolution.** The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court- appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Donald W. Slager
Name: Donald W. Slager
Its: President

LIMITED PARTNER:

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Name: Steven M. Helm
Its: Vice President

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: Allied Waste Systems Systems, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

APPROVED
By /s/ [ILLEGIBLE]
DATE 2-5-93
AMOUNT \$75

ARTICLES OF INCORPORATION
OF
ECOLOGY GROUP, INCORPORATED

The undersigned, desiring to form a corporation for profit under Chapter 1701 of the Ohio Revised Code, does hereby certify:

FIRST: The name of the corporation shall be Ecology Group, Incorporated.

SECOND: The place in Ohio where the principal office of the corporation is to be located is in the City of Columbus, County of Franklin.

THIRD: The purpose for which the corporation is formed is to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98 of the Ohio Revised Code.

FOURTH: The authorized number of shares of the corporation shall be 750, all of which shall be common shares, each without par value.

FIFTH: The directors of the corporation shall have the power to cause the corporation from time to time and at any time to purchase, hold, sell, transfer or otherwise deal with (A) shares of any class or series issued by it, (B) any security or other obligation of the corporation which may confer upon the holder thereof the right to convert the same into shares of any

class or series authorized by the articles of the corporation, and (C) any security or other obligation which may confer upon the holder thereof the right to purchase shares of any class or series authorized by the articles of the corporation. The corporation shall have the right to repurchase, if and when any shareholder desires to sell, or on the happening of any event is required to sell, shares of any class or series issued by the corporation. The authority granted in this Article Fifth of these articles shall not limit the plenary authority of the directors to purchase, hold, sell, transfer or otherwise deal with shares of any class or series, securities, or other obligations issued by the corporation or authorized by its articles.

SIXTH: No shareholder of the corporation shall have, as a matter of right, the pre-emptive right to purchase or subscribe for shares of any class, now or hereafter authorized, or to purchase or subscribe for securities or other obligations convertible into or exchangeable for such shares or which by warrants or otherwise entitle the holders thereof to subscribe for or purchase any such share.

SEVENTH: Notwithstanding any provision of the Ohio Revised Code requiring for any purpose the vote, consent, waiver or release of the holders of shares of the corporation entitling them to exercise two-thirds of any other proportion of the voting power of the corporation or of any class or classes of shares thereof, such action, unless expressly provided otherwise by statute, may be taken by the vote, consent, waiver or release of

the holders of shares entitling them to exercise not less than a majority of the voting power of the corporation or of such class or classes.

IN WITNESS WHEREOF, I have hereunto signed my name this 5th day of February, 1993.

/s/ Virgil R. Montgomery
Virgil R. Montgomery, Incorporator



Prescribed by
 Bob Taft, Secretary of State
 30 East Broad Street, 14th Floor
 Columbus, Ohio 43266-0418
 Form C-109 (January 1991)

Charter No. _____
 Approved _____
 Date _____
 Fee _____

RECEIVED
 FEB 12, 1993
 BOB TAFT
 SECRETARY OF STATE

CERTIFICATE OF AMENDMENT BY INCORPORATORS

To Articles of

Ecology Group, Incorporated

(Name of Corporation)
 (Sec. 1701.70(A) O.R.C.)

WE, the undersigned, being all of the incorporators of the above named corporation, do certify that the subscriptions to shares have not been received in such amount that the stated capital of such shares is at least equal to the stated capital set forth in the articles as that with which the corporation will begin business and that we have elected to amend the articles as follows:

RESOLVED, that Article FOURTH of the Articles of Incorporation of the Corporation be, and it hereby is, amended to read as follows:

FOURTH: The authorized number of shares of the corporation shall be 1,000, all of which shall be common shares, each without par value.

IN WITNESS WHEREOF, we, being all of the incorporators of the above named corporation, have hereto subscribed our names this 12th day of February, 1993.

BY /s/ Virgil R. Montgomery
 BY _____
 BY _____
 BY _____

(Incorporators)



Prescribed by J. Kenneth Blackwell

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this form

Yes

**CERTIFICATE OF AMENDMENT
BY SHAREHOLDERS TO ARTICLES OF**

ECOLOGY GROUP, INCORPORATED

(Name of Corporation)

837566

(charter number)

Ronald W. Kletter, who is the President

(name)

(title)

of the above named Ohio corporation organized for profit, does hereby certify that: (Please check the appropriate box and complete the appropriate statements.)

a meeting of the shareholders was duly called and held on _____, at which meeting a quorum the shareholders was present in person or by proxy, and that by the affirmative vote of the holders of shares entitling them to exercise _____% of the voting power of the corporation,

in a writing signed by all the shareholders who would be entitled to notice of a meeting held for that purpose, the following resolution to amend the articles was adopted:

RESOLVED, the Company shall amend its Articles of Incorporation by changing Article FIRST to read as follows:

FIRST: The name of the corporation shall be The Ecology Group, Inc.

RESOLVED, The Company shall amend its Articles of Incorporation by changing Article FOURTH to read as follows:

FOURTH: The authorized number of shares of the corporation shall be 2,000 all of which shall be common shares, each without par value.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed

his name on 18, 2000

(his/her) (date)

Signature: /s/ Ronald W. Kletter

Title: President

**AMENDED AND RESTATED BYLAWS
OF
THE ECOLOGY GROUP, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION
OF
THOMAS DISPOSAL SERVICE, INC.

We, the undersigned, being natural persons of the age of twenty-one (21) years or more and subscribers to the shares of the corporation to be organized pursuant hereto, for the purposes of forming a corporation under "The General and Business Corporation Law of Missouri" do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation is: THOMAS DISPOSAL SERVICE, INC.

ARTICLE II

The address, including street and number of the corporation's initial registered office in this state is: 17 West Kansas Street, Liberty, Missouri, and the name of its initial registered agent at such address is: THOMAS E. ALLEN.

ARTICLE III

The aggregate number of shares which the corporation shall have authority to issue shall be Thirty Thousand (30,000) shares of common stock of the par value of One Dollar (\$1.00) per share and, there shall be no preferences, qualifications or limitations whatsoever, nor any special or relative rights in respect to the shares, except such transfer restrictions as the shareholders may from time to time ratify.

ARTICLE IV

The number of shares to be issued before the corporation shall commence business is Five Hundred (500) of the One Dollar (\$1.00) par value capital stock having a total value of Five Hundred Dollars (\$500.00) which has been paid up in property and lawful money of the United States.

ARTICLE V

The name and place of residence of each incorporator is as follows:

<u>Name</u>	<u>Street</u>	<u>City</u>
Stan Thomas, Jr.	1136 Southview Drive	Liberty, Missouri 64068
Margaret Thomas	1136 Southview Drive	Liberty, Missouri 64068
Patrick A. Thomas	1136 Southview Drive	Liberty, Missouri 64068

ARTICLE VI

The number of Directors to be elected at the first meeting of the shareholders is three (3).

ARTICLE VII

The duration of the corporation is perpetual.

ARTICLE VIII

The corporation is formed for the following purposes:

- A. To engage in the business of collecting, transporting, and disposing of waste, debris and other disposable items, and to employ, contract, lease, operate and perform any and every act necessary or incidental to a disposal service business.
- B. To buy, utilize, lease, rent, import, export, franchise, operate, manufacture, produce, design, prepare, assemble, fabricate, improve, develop, sell, lease mortgage, pledge, hypothecate, distribute and otherwise deal in, at wholesale, retail or otherwise, and as principal, agent or otherwise, all commodities, goods, wares, merchandise, devices, apparatus, equipment and all other personal property whether tangible or intangible, of every kind, without limitation as to description, location or amount.
- C. To enter into any lawful contract or contracts with persons, firms, corporations, other entities, governments or any agencies or subdivision thereof, including guaranteeing the performance of any contract or any obligation of any person, firm, corporation or other entity.

- D. To purchase and acquire, as a going concern or otherwise, and to carry on, maintain and operate all or any part of the property or business of any corporation, firm, association, entity, syndicate or persons whatsoever, deemed to be of benefit to the corporation, or of use in any manner in connection with any of its purposes; and to dispose thereof upon such terms as may seem advisable to the corporation.
- E. To invest, lend and deal with moneys of the corporation in any lawful manner, and to acquire by purchase, by the exchange of stock or other securities of the corporation, by subscription or otherwise, and to invest in to hold for investment or for any other purpose, and to use, sell, pledge or otherwise dispose of, and in general to deal in any interest concerning, or enter into any transaction with respect to (including "long" and "short" sales of) any stocks, bonds, notes, debentures, certificates, receipts and other securities and obligations of any government, state, municipality, corporation, association or other entity, including individuals and partnerships and, while owner thereof, to exercise all of the rights, powers and privileges of ownership, including, among other things, the right to vote thereon for any and all purposes and to give consents with respect thereto.
- F. To borrow or raise money for any purpose of the corporation and to secure any loan, indebtedness or obligation of the corporation and the interest accruing thereon, and for that or any other purpose, to mortgage, pledge, hypothecate or change all or any part of the present or hereafter acquired property, rights and franchises of the corporation, real, personal, mixed or of any character whatever, subject only to limitations specifically imposed by law.
- G. To do any or all of the things hereinabove enumerated, alone for its own account, or for the account of others, or as the agent for others, or in association with others or by or through others, and to enter into all lawful contracts and undertakings in respect thereof.
- H. To have one or more offices, to conduct its business, carry on its operations and promote its objects within

BYLAWS
OF
THOMAS DISPOSAL SERVICE, INC.

ARTICLE I
OFFICES

The principal office of the corporation in the State of Missouri shall be located in Clay County, Missouri. The corporation may have such other offices, either within or without the State of Missouri, as the business of the corporation may require from time to time.

The registered office of the corporation required to be maintained in the State of Missouri, may be, but need not be, identical with the principal office in the State of Missouri, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II
SHAREHOLDERS

Section 1. ANNUAL MEETING. The annual meeting of the shareholders shall be held at the hour of 2:00 p.m., on the fourth Wednesday in August in each year beginning with the year 1976 for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as conveniently may be.

Section 2. SPECIAL MEETINGS. Special meetings of the Shareholders may be called by the President, or by the Board of Directors or by the holders of not less than one-fifth (1/5) of all the outstanding shares of the corporation.

Section 3. PLACE OF MEETING. The Board of Directors may designate any place, either within or without the State of Missouri as the place of meeting for any annual meeting of the Shareholders or for any special meeting of the Shareholders called by the Board of Directors. The Shareholders may designate any place, either within or without the State of Missouri, as the place for the holding

of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Missouri, except as otherwise provided in Section 5 of this Article.

Section 4. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, to each Shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the Shareholder at his address as it appears on the records of the corporation with postage thereon prepaid. In addition to the written or printed notice, a notice of the place, day and hour of the meeting shall be published in a daily or weekly newspaper published in the City or County where the registered office of the corporation is located, the first insertion to be not less than ten days prior to the date of the meeting, and if such notice be published in a weekly newspaper, such notice shall be published at least twice, and if such notice be published in a daily newspaper, such notice shall be published at least nine times.

Section 5. MEETING OF ALL SHAREHOLDERS. If all of the Shareholders shall meet at any time and place, either within or without the State of Missouri, and consent to the holding of a meeting, such meeting shall be valid, without call or notice, and at such meeting any corporate action may be taken.

Section 6. VOTING LISTS. The original share ledger or transfer book, or a duplicate thereof kept in this state, shall be prima facie evidence as to who are the Shareholders entitled to vote at any meeting of Shareholders.

Section 7. QUORUM. A majority of the outstanding shares of the corporation, represented in person or by proxy, shall constitute a quorum at any meeting of the Shareholders; provided, that if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting, from time to time, without further notice, to a date not longer than ninety days from the date originally set for such meeting.

Section 8. PROXIES. At all meetings of Shareholders, a Shareholder may vote by proxy executed in writing by the Shareholder

or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. VOTING OF SHARES. Subject to the provisions of Section 11, each outstanding share of capital stock having voting rights shall be entitled to one vote upon each matter submitted to a vote at a meeting of Shareholders.

Section 10. CUMULATIVE VOTING. Cumulative voting shall not be allowed except in the election of Directors.

Section 11. INFORMAL ACTION BY SHAREHOLDERS. Any action which may be taken at a meeting of the Shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. GENERAL POWERS. The business, property and affairs of the corporation shall be controlled and managed by its Board of Directors.

Section 2. NUMBER, ELECTION AND TERM. The number of the Directors of the corporation shall be three (3), who shall be elected at the first annual meeting of the shareholders, and annually thereafter, for a term of one year, and shall hold office until a successor has been elected and has qualified.

Section 3. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw, immediately after, and at the same place as, the annual meeting of Shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Missouri, for the holding of additional regular meetings with notice of such resolution to all Directors.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any one Director. The person or persons authorized to call special meetings of the Board of Directors may fix any place in the United States, either within or without the State of Missouri, as the place for holding any special meeting of the Board of Directors called by them.

Section 5. NOTICE. Notice of any special meeting shall be given at least five days previously thereto by written notice delivered personally or mailed to each Director at his business address, or by telegram provided, however, that if the designated meeting place is without the State of Missouri, an additional five days' notice shall be given. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. MANNER OF ACTING. The act of the majority of the Directors present at a meeting of the Directors at which a quorum is present shall be the act of the Board of Directors.

Section 8. VACANCIES. In case of the death or resignation or disqualification of one or more of the Directors, a majority of the survivors or remaining Directors may fill such vacancy or vacancies, only from other Shareholders of the corporation, until the successor or successors are elected at the next annual meeting of the Shareholders. A Director elected to fill a vacancy shall serve as such until the next annual meeting of the Shareholders.

Section 9. COMPENSATION. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors; provided, that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV
OFFICERS

Section 1. NUMBER AND QUALIFICATION. If the number of Shareholders is less than three, the officers may be President, and Secretary only. Any two or more offices may be held by the same person, except the offices of President and Secretary.

All officers of the corporation, as between themselves and the corporation, shall have such authority and perform such duties in the management of the property and affairs of the corporation as may be provided in the Bylaws, or in the absence of such provision, as may be determined by resolution of the Board of Directors.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of Shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. REMOVAL. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever such officer becomes either ineligible or disqualified as a director, or in the judgment of the Board of Directors the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. VACANCIES. If the office of any officer of the corporation becomes vacant because of death, resignation, removal, disqualification or for any other reason or if any officer of the corporation is unable to perform the duties of his office for any reason, the Board of Directors may choose a successor who shall replace such officer or the Board of Directors may delegate the duties of any such vacant office to any other officer or to any director of the corporation for the unexpired portion of the term.

Section 5. PRESIDENT. The President shall be the principal executive officer of the corporation and shall in general supervise

and control all of the business and affairs of the corporation. He shall preside at all meetings of the Shareholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties as may be prescribed by the Board of Directors from time to time.

Section 6. THE VICE PRESIDENTS. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary, certificates for shares of the corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. THE TREASURER. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. THE SECRETARY. The Secretary, who need not be a Shareholder, shall: (a) keep the minutes of the Shareholders' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be a custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf

of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; (d) keep a register of the post office address of each Shareholder which shall be furnished to the Secretary by such Shareholder; (e) sign with the President, or Vice President, certificates for shares of the corporation, the issue of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the corporation.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. CONTRACTS. The Board of Directors may authorize any officer or officers, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. LOANS. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1. CERTIFICATES FOR SHARES. Certificates representing

shares of the corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed, manually or by facsimile or otherwise, by the President or Vice President and by the Secretary, and shall be sealed with the seal of the corporation. All certificates for shares shall be consecutively numbered. The name of the person owning the shares represented thereby with the number of shares and date of issue shall be entered on the books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 2. TRANSFERS OF SHARES. Shares of stock of the corporation may be transferred on the books of the corporation by delivery of the certificates representing such shares to the corporation for cancellation and with an assignment in writing on the back of the certificate executed by the person named in the certificate as the owner thereof, or by a written power of attorney executed for that purpose by such person. The person registered on the books of the corporation as the owner of shares of stock of the corporation shall be deemed the owner thereof and entitled to all rights of ownership with respect to such shares.

Section 3. TRANSFER BOOKS. Transfer books shall be maintained under the direction of the secretary, showing the ownership and transfer of all certificates of stock issued by the corporation.

Section 4. TREASURY STOCK. All issued and outstanding stock of the corporation that may be purchased or otherwise acquired by the corporation shall be treasury stock, and shall be subject to disposal by action of the Board of Directors. Such stock shall neither vote nor participate in dividends while held by the corporation.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of _____ in each year and end on the last day of _____ in each year.

ARTICLE VIII

DIVIDENDS

**PARTNERSHIP AGREEMENT
OF
TIPPECANOE COUNTY WASTE SERVICES PARTNERSHIP**

This Partnership Agreement is entered into as of June 24, 2004, between Allied Waste North America, Inc., a Delaware corporation, and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Tippecanoe County Waste Services Partnership, an Indiana general partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans (" Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs “nonrecourse deductions” or “partner nonrecourse deductions,” or if there is any change in the Partnership’s “ minimum gain,” as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership’s business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership’s business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the “ tax matters partner” pursuant to the Code, and the tax matters partner shall coordinate with the Partnership’s accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge,

hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally

or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

“Act” means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Partnership Agreement, as amended from time to time. Words such as “ herein,” “ hereinafter,” “ hereof,” “ hereto” and “ hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code Section 704(b) and Regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.
a Delaware corporation

By: /s/ D.W. Slager
Its: Vice President, OPS.

Allied Waste Landfill Holdings, Inc.
a Delaware corporation

By: /s/ D.W. Slager
Its: President

EXHIBIT A

Names and Addresses of Partners

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution

Percentage
Interest

99%

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

1%

CERTIFICATE OF INCORPORATION
OF
TOM LUCIANO'S DISPOSAL SERVICE, INC.

TO: The Secretary of State
State of New Jersey

The undersigned, THOMAS LUCIANO, being of the age or more of twenty-one years, for the purpose of forming a corporation pursuant to the provisions of Title #14 A Corporation, General, of the New Jersey Statutes, does hereby execute the following Certificate of Incorporation:

FIRST: The name of the corporation is TOM LUCIANO'S DISPOSAL SERVICE, INC.

SECOND: The purpose of this corporation will be as follows:

To engage in an industrial and commercial scavenger service; to engage in the buying, selling, and dealing of industrial and commercial scrap, salvage, refuse, rubbish, trash, junk, offal, garbage and debris; to engage in the collection of industrial and commercial scrap, salvage, refuse, rubbish, trash, junk, offal, garbage, and debris; to engage in the operation and maintenance of depositories at industrial and commercial locations for the accumulation of scrap, salvage, refuse, rubbish, trash

junk, offal, garbage, and debris; to engage in the maintenance of a collection and pick-up service therefor; to engage in the business of transporting of all the above mentioned materials by any means of conveyance as a common carrier, private carrier, contract carrier, or otherwise; and to engage in the maintenance of disposal facilities generally.

To have and to exercise all the powers now or hereafter conferred by the laws of the State of New Jersey upon corporations organized pursuant to the laws under which the corporation is organized and any and all acts amendatory thereof and supplemental thereto.

To do any or all of the things in this Certificate set forth as objects, purposes, powers or otherwise, to the same extent and as fully as natural persons might or could do, as principals, agents, contractors, trustees or otherwise.

The Corporation shall also have power to conduct its business in all of its branches, have one or more offices, and unlimited to hold, mortgage, purchase, and convey real and personal property in any State, territory or Colony of the United States and in any foreign country or place.

THIRD: The aggregate number of shares which the corporation shall have authority to Issue is 500 shares without par value, having an initial capital investment of \$2,000.

FOURTH: The address of the corporation's initial registered office

is 41 Kinney Street, Madison, New Jersey, 07940; and the name of the corporation's initial registered agent at such address is Thomas Luciano

FIFTH: The number of directors constituting the initial Board of Directors shall be one (i) and the name and address of the director is as follows:

THOMAS LUCIANO

41 Kinney Street
Madison, N.J. 07940

SIXTH: The name and address of the incorporator is as follows:

Name
Thomas Luciano

Address
41 Kinney Street
Madison, N.J. 07940

IN WITNESS WHEREOF, the undersigned, the incorporator of the above named corporation, has hereunto signed this Certificate of Incorporation on the 28th day of February, 1974.

/s/ Thomas Luciano
THOMAS LUCIANO

SIGNED, SEALED and DELIVERED
in the presence of

/s/ [ILLEGIBLE]

**AMENDED AND RESTATED BYLAWS
OF
TOM LUCIANO'S DISPOSAL SERVICE, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting

during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board

meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier

resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall

perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific

case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED
in the Office of the
Secretary of State of Texas

OCT 29 1997

Corporations Section

ARTICLES OF ORGANIZATION
OF
TOTAL ROLL-OFFS, L.L.C.

1. The name of the limited liability company is Total Roll-Offs, L.L.C.
2. The period of duration shall be thirty (30) years from the date of filing with the Secretary of State.
3. The purpose for which the limited liability company shall be organized shall be the transaction of any or all lawful business for which a limited liability company may be organized.
4. The address of its principal place of business in Texas shall be 2400 South Market Street, Brenham, Texas 77833.
5. The registered office address shall be 2345 Bellefontaine, Texas 77030.
6. The initial registered agent shall be Charles C. Gregory III. The registered agent's address is 2345 Bellefontaine, Houston, Texas 77030.
7. The limited liability company shall be managed by a manager and the manager's name is:

 Jodi Whisnat
 2400 S. Market Street
 Brenham, Texas 77833,

who shall serve as manager until the first annual meeting of the members.

who shall serve as manager until the first annual meeting of the members.
8. The organizer is Charles C. Gregory, III, Attorney at Law, 2345 Bellefontaine, Houston, Texas 77030.

/s/ Charles C. Gregory, III
Charles C. Gregory, III
Attorney at Law

**OPERATING AGREEMENT OF
TOTAL ROLL-OFFS, L.L.C.**

This Operating Agreement (the "Agreement") of TOTAL ROLL-OFFS, L.L.C., a Texas limited liability company (the "Company") is executed as of October 1, 2001, by BRENHAM TOTAL ROLL-OFFS, LP, a Delaware limited partnership, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supercede and replace the Company's Regulations, dated January 20, 1998, in their entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is Total Roll-Offs, L.L.C.. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Texas law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Texas shall be c/o C T Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201. The registered office may be changed to any other place within the State of Texas upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Texas are C T Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Member shall file any amendments to the Articles of Organization deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms of this Agreement. Upon the approval of any amendments by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member has contributed to the Company cash or other assets. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member in its sole discretion, shall periodically distribute cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company;
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 6.02 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution has been filed with the Texas Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Member shall execute and file articles of dissolution with the Texas Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Texas Limited Liability Company Act, as set forth in Revised Civil Statutes, Article 1528n § 1.01, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Articles of Organization” has the meaning given that term in Section 1.7.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party to this Agreement, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Brenham Total Roll-Offs, LP,
a Delaware limited partnership
its Sole Member

By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ D.W. Slager
Title: President

EXHIBIT A

Name and Address of Member

Brenham Total Roll-Offs, LP
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Percentage
Interest
100%

FILED
SEP 26 1985
JANE BURGIO
Secretary of State

CERTIFICATE OF INCORPORATION
OF
TOTAL SOLID WASTE COORDINATORS, INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the New Jersey Business Corporation Act, hereby certifies as follows:

FIRST: The name of the corporation is

TOTAL SOLID WASTE COORDINATORS, INC.

SECOND: Its initial registered office is to be located at 50 Park Avenue, Dumont, New Jersey 07627. The name of its initial registered agent at that address is George Furley, CPA.

THIRD: The purpose of the corporation is to engage in any activity within the purposes for which a corporation may be organized under the New Jersey Business Corporation Act.

FOURTH: The aggregate number of shares which the corporation is authorized to issue is one thousand (1,000) shares, all of which are without par value.

FIFTH: The name and address of the incorporator are

Richard J. Scott, Jr.

70 Pine Street
New York, New York 10270

SIXTH: The number of directors constituting the first board is one (1) and the name and address of the person who is to serve as such director is:

John Pinto

143 River Road
Montville, New Jersey 07045

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 25th day of September, 1985.

/s/ Richard J. Scott, Jr. (L.S.)
Richard J. Scott, Jr.
Sole Incorporator

FILED

NOV 25 1986

JANE BURGIO
Secretary of State

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
TOTAL SOLID WASTE COORDINATORS, INC.

The undersigned corporation, for the purpose of amending its Certificates of Incorporation and pursuant to the provisions of Section 10A: 9-4(3) of the New Jersey Business Corporation Act, hereby executes the following Certificate of Amendment:

FIRST: The name of the corporation is TOTAL SOLID WASTE COORDINATORS, INC.

SECOND: The following amendment was adopted by the shareholders on November 4, 1986, in the manner prescribed by the New Jersey Business Corporation Act:

The name of the corporation is changed to TOTAL SOLID WASTE RECYCLERS, INC.

THIRD: The number of shares of the corporation entitled to vote at the time of the adoption of said amendment or amendments was 1,000.

FOURTH: The number of shares voted for said amendment or amendments was 1,000, and the number of shares voted against said amendment or amendments was 0.

IN WITNESS WHEREOF, TOTAL SOLID WASTE COORDINATORS, INC. has caused this Certificate to be executed on its behalf by the Chairman of its Board of Directors or its President or a Vice President.

Dated: November 4, 1986.

TOTAL SOLID WASTE COORDINATORS, INC.

By: /s/ [ILLEGIBLE]

**AMENDED AND RESTATED BYLAWS
OF
TOTAL SOLID WASTE RECYCLERS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting

during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board

meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier

resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall

perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific

case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION

OF

WILBUR F. HUNT, INC.

Pursuant to Section 402 of the Business Corporation Law.

WE, the undersigned, each being of the age of twenty-one years or over, under Section 402 of the New York BUSINESS CORPORATION LAW, do hereby set forth:

FIRST

The name of the Corporation is WILBUR F. HUNT, INC.

SECOND

The purpose or purposes for which it is formed are to do any and all things hereafter set forth to the same extent as natural persons might or could do, namely:

(a) To collect, buy, sell, remove or exchange rubbish and in general to engage in the rubbish removal business in all of its phases, and to manufacture, produce, buy, sell, hold and deal in all materials, equipment and real and personal property appurtenant or incident to and useful in the rubbish removal business; and to do all other and different things which may be useful in furtherance of said business.

(b) To buy, sell, own, lease, hire or otherwise deal in and with automobiles, motor trucks, and vehicles and supplies parts, accessories, and garage equipment, for use in connection therewith, and to conduct a general garage business including the building, re-building and repairing of automobiles, motor

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trucks and vehicles of every character.

(c) To buy, acquire, hold, sell, convey, lease and mortgage or otherwise dispose of real property or personal property for the general purpose of the business and affairs of the Corporation.

(d) To buy, lease or otherwise acquire the whole or any part of the business, good will, franchises and assets of any person, partnership or Corporation, either foreign or domestic engaged in business of the same general character as that for which this Corporation is organized, and any other personal or real property of any kind and description whatsoever, and to pay for the same, either in cash, or in property, or by the issuance of stocks, bonds or other obligations; to purchase, acquire, hold and dispose of stock, bonds or other evidences of indebtedness of any Corporation, foreign or domestic, and issue in exchange therefor, its stock, bonds or other obligations, to possess and exercise in respect thereto all the rights, powers and privileges of individual owners or holders thereof, including the right to vote thereon.

(e) To purchase or otherwise acquire real estate or leaseholds or any interest therein, in addition to such as may be necessary for the purposes hereinabove expressed, and to own, hold, improve, sell or deal in the same.

(f) Subject to the restrictions or limitations imposed by law, to purchase or otherwise acquire, hold, own, sell, assign, pledge, exchange or otherwise dispose of shares of capital stock, bonds, obligations or other securities or evidences of indebtedness of other corporations, and, if

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desireable, to issue in exchange therefor, the stock, bonds or other obligations of this Corporation.

(g) To make, accept, endorse, execute and issue promissory notes, bills of exchange, bonds, debentures, and other obligations from time to time for this purchase of the property, for any other purpose in or about the business of the company, and to secure payment of any such obligation by mortgages, or pledge, deed, trust or otherwise.

(h) To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes of the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or associated with other corporations, partnerships or individuals and to do any other act or acts, thing or things, incidental or pertaining to or growing out of, or connected with the aforesaid business or powers, or any part or parts thereof, provided the same not be inconsistent with the Corporation as organized.

(i) To execute all or any of its corporate powers and rights in the State of New York, or other states, District of Columbia, territories, possessions or dependents of the United States and in foreign countries but only in manner and to the extent permitted by the respective laws thereof and to establish and maintain offices and agencies within and outside the State of New York anywhere.

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THIRD

The Office of the Corporation is to be located in the Village of Glen Park, County of Jefferson and State of New York.

FOURTH

The aggregate number of shares which the Corporation shall have the authority to issue is two hundred (200), which such shares shall be without par value.

FIFTH

The Secretary of State is designated as the agent of the Corporation upon whom process against it may be served. The Post Office Address to which the Secretary of State shall mail a copy of any process against it served upon him is WILBUR F. HUNT, INC., 206 Glen Street, Glen Park, New York.

SIXTH

No stock in this Corporation shall be transferred to a person who is not already a stockholder in the Corporation unless the Stock shall have been first offered by a writing for sale and transfer to each of the stockholders of the Corporation at the same price for which and under the same terms concerning which it is to be transferred to a person not a stockholder; the writing to set forth such price and terms. The right to transfer the stock to a person not a stockholder shall not exist until all existing stockholders refuse the offer to be made to them as aforesaid or until all such stockholders shall have failed for a period of five days after receipt of the written offer to accept the same by compliance with the terms therein set forth.

**RICHARD M. CAPONE
COUNSELOR AT LAW
420 WOOLWORTH BLDG.
WATERTOWN, NEW YORK**

IN WITNESS WHEREOF, we have signed and sealed this Certificate the 7th day of February, 1964.

/s/ Wilbur F. Hunt
Wilbur F. Hunt
206 Glen Street, Glen Park, N.Y.

/s/ Edith I. Hunt
Edith I. Hunt
206 Glen Street, Glen Park, N.Y.

STATE OF NEW YORK)
) SS:
COUNTY OF JEFFERSON)

On this 7th day of February, 1964, before me, the subscriber, personally came

-- WILBUR F. HUNT and EDITH I. HUNT --

to me known and known to me to be the same persons described in and who executed the foregoing Certificate of Incorporation and they duly acknowledged to me that they executed the same.

/s/ Richard M. Capone
NOTARY PUBLIC

RICHARD M. CAPONE
[ILLEGIBLE] New York
[ILLEGIBLE] County
Commission expires March 30, 1965

**RICHARD M. CAPONE
COUNSELOR AT LAW
420 WOOLWORTH BLDG.
WATERTOWN, NEW YORK**

CERTIFICATE OF AMENDMENT
OF
THE CERTIFICATE OF INCORPORATION
OF
WILBUR F. HUNT, INC.
Under Section 805 of the Business Corporation Law

WE, the undersigned, CHARLES H. STONE, SR. and H. THOMAS SWARTZ, being respectively the President and Secretary of the Wilbur F. Hunt, Inc., hereby certify:

1. The name of the Corporation is Wilbur F. Hunt, Inc.
 2. The Certificate of Incorporation of said Corporation was filed by the Department of State on March 4, 1964.
 3. The Certificate of Incorporation is hereby amended to change Paragraph "First" relating to the name of the Corporation, to read as follows:
FIRST: The name of the Corporation is SEAWAY DISPOSAL SYSTEMS INC.
 4. The Certificate of Incorporation is further hereby amended to change Paragraph "Third" relating to the location of the office of the corporation, to read as follows:
THIRD: The office of the Corporation to be located in the City of Watertown, County of Jefferson and State of New York.
 5. The Certificate of Incorporation is further hereby amended to change Paragraph "Fifth" relating to the address to which the Secretary of State shall mail a copy of any process which may be served upon it, to read as follows.
-

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against it served upon him is Seaway Disposal Systems Inc., State Street, Watertown, New York.

6. The amendments were authorized by vote of the holders of all of the outstanding shares of the Corporation entitled to vote thereon at a meeting of shareholders duly called and held on December 7, 1972.

IN WITNESS WHEREOF, we have signed this Certificate this 7th day of December, 1972.

/s/ Charles H. Stone, Sr.
Charles H. Stone, Sr., President

/s/ H. Thomas Swartz
H. Thomas Swartz, Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
SEAWAY DISPOSAL SYSTEMS, INC.

Under Section 805 of the Business Corporation Law of the
State of New York

WE, the undersigned, RICHARD F. DAY and GEORGE J. ARNDT, being respectively the President and Secretary of SEAWAY DISPOSAL SYSTEMS, INC., hereby certify:

1. The name of the corporation is SEAWAY DISPOSAL SYSTEMS, INC., which was amended by a Certificate of Amendment on March 14, 1973 changing, the original name of the corporation, to wit, WILBUR F. HUNT, INC. to that of SEAWAY DISPOSAL SYSTEMS, INC.
 2. The Certificate of Incorporation of said corporation was filed by the Department of State on March 4, 1964.
 3. The Certificate of Incorporation is hereby amended to change Paragraph "First" relating to the name of the corporation, to read as follows:
FIRST: The name of the corporation is TRICIL U.S., LTD.
 4. The Certificate of Incorporations further hereby amended to change Paragraph "Fifth" relating to the address to which the Secretary of State shall mail a copy of any process which may be served upon it, to read as follows:
-

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State Shall mail a copy of any process against it served upon him is Tricil U.S., Ltd., c/o H. Thomas Swartz, Esq., 316 Sherman Street, Watertown, Jefferson County, New York 13601.

5. The amendments were authorized by a vote of the holders of all of the outstanding shares of the Corporation entitled to vote thereon at a meeting of the shareholders duly called and held on the 13th day of June, 1979.

IN WITNESS WHEREOF, we have signed this Certificate this 22nd day of August, 1979.

/s/ Richard F. Day

Richard F. Day President

/s/ George J. Arndt

George J. Arndt Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
TRICIL U.S., LTD.

Under Section 805 of the Business Corporation Law of
the State of New York

WE, the undersigned, RICHARD F. DAY and GEORGE J. ARNDT, being respectively the President and Secretary of TRICIL U.S., LTD. hereby certify:

1. The name of the corporation is TRICIL U.S., LTD. which was amended by a Certificate of Amendment on September 21, 1979, changing the name of the corporation, to wit, SEAWAY DISPOSAL SYSTEMS, INC. to TRICIL U.S., LTD. The original name of the corporation, to wit, WILBUR F. HUNT, INC. was amended by a Certificate of Amendment on March 14, 1973 to that of SEAWAY DISPOSAL SYSTEMS, INC.
 2. The Certificate of Incorporation of said corporation was filed by the Department of State on March 4, 1964.
 3. The Certificate of Incorporation is hereby amended to change Paragraph "First" relating to the name of the corporation, to read as follows:
FIRST: The name of the corporation is TRICIL, (U.S.) INC.
 4. The amendments were authorized by a vote of the holders of all of the outstanding shares of the Corporation entitled to vote thereon
-

at a meeting of the shareholders duly called and held on the 13th day of June, 1979.

IN WITNESS WHEREOF, we have signed this Certificate this 19th day of December, 1979 and affirm that the statements made herein are true under the penalties of perjury.

/s/ Richard F. Day

Richard F. Day, President

/s/ George J. Arndt

George J. Arndt, Secretary

CERTIFICATE OF AMENDMENT OF THE
CERTIFICATE OF INCORPORATION OF
TRICIL (U.S.) INC.

Under Section 805 of the Business Corporation Law of the State of New York.

WE, THE UNDERSIGNED, Richard F. Day and George J. Arndt, being respectively the President and Secretary of TRICIL (U.S.), INC. hereby certify:

1.

The name of the corporation is TRICIL (U.S.) INC. which was amended by a Certificate of Amendment on January 7, 1980, changing the name of the corporation from TRICIL U.S., LTD. to TRICIL (U.S.) INC. The original name of the corporation, WILBUR F. HUNT, INC., was amended by a Certificate of Amendment on March 14, 1973 to that of SEAWAY DISPOSAL SYSTEMS INC. and was there-after amended on September 21, 1979 to that of TRICIL U.S., LTD.

2.

The Certificate of Incorporation of said corporation was filed by the Department of State on March 4, 1964.

3.

The Certificate of Incorporation is hereby amended to change Paragraph "First" relating to the name of the corporation, to read as follows:

FIRST: The name of the corporation is TRICIL (N.Y.), INC.

4.

This Amendment was duly adopted by the unanimous written consent of the sole shareholder of the corporation on March 13, 1981.

IN WITNESS WHEREOF, TRICIL (U.S.) INC. has caused this Certificate of Amendment to be executed and we have signed this Certificate and affirm that the statements made herein are true under the penalties of perjury this 13th day of March, 1981.

(CORPORATE SEAL)

TRICIL (U.S.) INC.

/s/ George J. Arndt
George J. Arndt, Secretary

By: /s/ Richard F. Day
Richard F. Day, President

BY-LAWS
OF
TRICIL (N.Y.) INC.
(A New York Corporation)
By-Law Number 1983-1

ARTICLE 1

DEFINITIONS

As used in these By-laws, unless the context otherwise requires, the term:

1.1 "Assistant Secretary" means an Assistant Secretary of the Corporation.

1.2 "Assistant Treasurer" means an Assistant Treasurer of the Corporation.

1.3 "Board" means the Board of Directors of the Corporation.

1.4 "Business Corporation Law" means the Business Corporation Law of the State of New York, as amended from time to time.

1.5 "By-laws" means the initial By-laws of the Corporation, as amended from time to time.

1.6 "Chairman" means the Chairman of the Board of Directors of the Corporation.

1.7 "Certificate of Incorporation" means the initial certificate of incorporation of the Corporation, as amended, supplemented or restated from time to time.

- 1.8 "Corporation" means TRICIL (N.Y.) INC.
- 1.9 "Directors" means directors of the Corporation.
- 1.10 "Entire Board" means the total number of directors which the Corporation would have if there were no vacancies.
- 1.11 "Office of the Corporation" means the executive office of the Corporation, anything in Section 102(10) of the Business Corporation Law to the contrary notwithstanding.
- 1.12 "President" means the President of the Corporation.
- 1.13 "Secretary" means the Secretary of the Corporation.
- 1.14 "Shareholders" means shareholders of the Corporation.
- 1.15 "Treasurer" means the Treasurer of the Corporation.
- 1.16 "Vice President" means a Vice President of the Corporation.

ARTICLE 2
SHAREHOLDERS

2.1 Place of Meetings. Every meeting of share-holders shall be held at the office of the Corporation or at

such other place within or without the State of New York as shall be specified or fixed in the notice of such meeting or in the waiver of notice thereof.

2.2 Annual Meeting. A meeting of shareholders shall be held annually for the election of directors and the transaction of other business at such hour and on such business day as may be determined by the Board and designated in the notice of meeting.

2.3 Special Meeting for Election of Directors, Etc. If the annual meeting of shareholders for the election of directors and the transaction of other business is not held within the months specified in Section 2.2, the Board may call a special meeting of shareholders for the election of directors and the transaction of other business at any time thereafter.

2.4 Other Special Meetings. A special meeting of shareholders (other than a special meeting for the election of directors), unless otherwise prescribed by statute, may be called at any time by the Board or by the President or by the Secretary. At any special meeting of shareholders only such business may be transacted as is related to the purpose or purposes of such meeting set forth in the notice thereof given pursuant to Section 2.6 of the By-laws or in any waiver of notice thereof given pursuant to Section 2.7 of the By-laws.

2.5 Fixing Record Date. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than fifty nor less than ten days before the date of such meeting, nor more than fifty days prior to any other action. If no such record date is fixed:

2.5.1 The record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held;

2.5.2 The record date for determining shareholders for any purpose other than that specified in Section 2.5.1 shall be at the close of business on the day on which the resolution of the Board relating thereto is adopted.

When a determination of shareholders entitled to notice of or to vote at any meeting of shareholders has been made as provided in this Section 2.5, such determination shall apply to any adjournment thereof, unless the Board fixes a new record date for the adjourned meeting.

2.6 Notice of Meetings of Shareholders. Except as otherwise provided in Sections 2.5 and 2.7 of the By-laws, whenever under the Business Corporation Law or the Certificate of Incorporation or the By-laws, shareholders are required or permitted to take any action at a meeting, written notice shall be given stating the place, date and hour of the meeting and, unless it is the annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called. If, at any meeting, action is proposed to be taken which would, if taken, entitle shareholders fulfilling the requirements of Section 623 of the Business Corporation Law to receive payment for their shares, the notice of such meeting shall include a statement of that purpose and to that effect. A copy of the notice of any meeting shall be given, personally or by mail, not less than ten nor more than fifty days before the date of the meeting, to each shareholder entitled to notice of or

to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at his address as it appears on the record of shareholders, or, if he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, then directed to him at such other address. An affidavit of the Secretary or other person giving the notice or of the transfer agent of the Corporation that the notice required by this section has been given shall, in the absence of fraud, be prima facie evidence of the facts therein stated. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted at the meeting as originally called. However, if after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date who is entitled to notice.

2.7 Waivers of Notice. Notice of meeting need not be given to any shareholder who submits a signed waiver of notice, in person or by proxy, whether before or after the

meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

2.8 List of Shareholders at Meeting. A list of shareholders as of the record date, certified by the officer of the Corporation responsible for its preparation, or by a transfer agent, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, or person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

2.9 Quorum of Shareholders; Adjournment. The holders of a majority of the shares entitled to vote at any meeting of shareholders, present in person or represented by proxy, shall constitute a quorum for the transaction of any business at any such meeting, provided that when a specified item of business is required to be voted on by a class or series (if the Corporation shall then have outstanding shares of more than one class or series) voting as a class, the holders of a majority of the shares of such class or series shall constitute a quorum (as to such class or series)

for the transaction of such item of business. When a quorum is once present to organize a meeting of shareholders, it is not broken by the subsequent withdrawal of any shareholders or their proxies. The holders of a majority of shares present in person or represented by proxy at any meeting of shareholders, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place.

2.10 Voting; Proxies. Unless otherwise provided in the Certificate of Incorporation, every shareholder of record shall be entitled at every meeting of shareholders to one vote for each share standing in his name on the record of shareholders determined in accordance with Section 2.5 of the Bylaws. The provisions of Section 612 of the Business Corporation Law shall apply in determining whether any shares may be voted and the persons, if any, entitled to vote such shares; but the Corporation shall be protected in treating the persons in whose names shares stand on the record of shareholders as owners thereof for all purposes. At any meeting of shareholders (at which a quorum was once present to organize the meeting), all matters, except as otherwise provided by law or by the Certificate of Incorporation or by the By-laws, shall be decided by a majority of the votes cast at such meeting by the holders of shares present in person or represented by

proxy and entitled to vote thereon, whether or not a quorum is present when the vote is taken. In voting on any question on which a vote by ballot is required by law or is demanded by any shareholder entitled to vote, the voting shall be by ballot. Each ballot shall be signed by the shareholder voting or by his proxy, and shall state the number of shares voted. On all other questions, the voting may be viva voce. Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. The validity and enforceability of any proxy shall be determined in accordance with Section 609 of the Business Corporation Law.

2.11 Selection and Duties of Inspectors at Meeting of Shareholders. The Board, in advance of any meeting of shareholders, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at such meeting may, and on the request of any shareholder entitled to vote thereat shall, appoint one or more inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment made by the Board in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties

of inspector at such meeting with strict impartiality and according to the best of his ability. The inspector or inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and shall do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting or any shareholder entitled to vote thereat, the inspector or inspectors shall make a report in writing of any challenge, question or matter determined by him or them and execute a certificate of any fact found by him or them. Any report or certificate made by the inspector or inspectors shall be prima facie evidence of the facts stated and of the vote as certified by him or them.

2.12 Organization. At every meeting of shareholders, the President, or in the absence of the President a Vice President, and in case more than one Vice President shall be present that Vice President having the duty to do so by virtue of the order of precedence prescribed pursuant to Section 5.7 of the By-laws, shall act as chairman of the meeting.

The chairman of the meeting shall not have a casting vote in the event of a tie. The Secretary, or in his absence one of the Assistant Secretaries, shall act as Secretary of the meeting. In case none of the officers above designated to act as Chairman or Secretary of the meeting, respectively, shall be present, a Chairman or a Secretary of the meeting, as the case may be, shall be chosen by a majority of the votes cast at such meeting by the holders of shares present in person or represented by proxy and entitled to vote at the meeting.

2.13 Order of Business. The order of business at all meetings of shareholders shall be as determined by the Chairman of the meeting, but the order of business to be followed at any meeting at which a quorum is present may be changed by a majority of the votes cast at such meeting by the holders of shares present in person or represented by proxy and entitled to vote at the meeting.

2.14 Written Consent of Shareholders without a Meeting. Whenever the shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken or to be taken, signed by the holders of all outstanding shares entitled to vote thereon. Such consent shall have the same effect as a unanimous vote of shareholders.

ARTICLE 3

DIRECTORS

3.1 General Powers. Except as otherwise provided in the Certificate of Incorporation, the business of the Corporation shall be managed under the direction of its Board. The Board may adopt such rules and regulations, not inconsistent with the Certificate of Incorporation or the By-laws or applicable laws, as it may deem proper for the conduct of its meetings and the management of the Corporation. In addition to the powers expressly conferred by the By-laws, the Board may exercise, all powers and perform all acts which are not required, by the By-laws or the Certificate of Incorporation or by law, to be exercised and performed by the shareholders.

3.2 Number; Qualification; Term of Office. The number of directors constituting the entire Board shall not be less than three, except that if and when all the shares of the Corporation are owned beneficially and of record by less than three shareholders, the number of directors may be less than three but not less than the number of shareholders. Subject to the provisions of the preceding sentence and of Section 702(b) of the Business Corporation Law, the number of directors shall be fixed initially by the Incorporator and may thereafter be changed from time to time by action of the

shareholders or of the Board. Each director shall be at least eighteen years of age. Each director shall be elected to hold office until the annual meeting of shareholders next following his election and until his successor shall have been elected and shall qualify, or until his earlier death, resignation or removal.

3.3 Election. Directors shall, except as otherwise required by law or by the Certificate of Incorporation, be elected by a plurality of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election.

3.4 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board for any reason, including the removal of directors without cause, may be filled by vote of a majority of the directors then in office, although less than a quorum, at any meeting of the Board or may be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, unless elected by the shareholders, shall hold office until the meeting of shareholders next following his election at which the election of directors is in the regular order of business and until his

successor shall have been elected and shall qualify, or until his earlier death, resignation or removal.

3.5 Resignations. Any director may resign at any time by written notice to the President or the Secretary. Such resignation shall take effect at the time therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

3.6 Removal of Directors. Subject to the provisions of Section 706 of the Business Corporation Law, (i) any or all of the directors may be removed for cause by vote of the shareholders or by action of the Board, and (ii) any or all of the directors may be removed without cause by vote of the shareholders.

3.7 Compensation. Each director, in consideration of his service as such, shall be entitled to receive from the Corporation such amount per annum or such fees for attendance at directors' meetings, or both, as the Board may from time to time determine, together with reimbursement for the reasonable expenses incurred by him in connection with the performance of his duties. Each director who shall serve as a member of any committee of directors in consideration of his serving as such shall be entitled to such additional amount per annum or such fees for attendance at committee meetings, or both, as the Board may from time to time determine, together with reimbursement

for the reasonable expenses incurred by him in the performance of his duties. Nothing in this section contained shall preclude any director from serving the Corporation or its subsidiaries in any other capacity and receiving proper compensation therefor.

3.8 Place and Time of Meetings of the Board. Meetings of the Board, regular or special, may be held at any place within or without the State of New York. The times and places for holding meetings of the Board may be fixed from time to time by resolution of the Board or (unless contrary to resolution of the Board) in the notice of the meeting.

3.9 Annual Meetings. On the day when and at the place where the annual meeting of shareholders for the election of directors is held, and as soon as practicable thereafter, the Board may hold its annual meeting, without notice of such meeting, for the purposes of organization, the election of officers and the transaction of other business. The annual meeting of the Board may be held at any other time and place specified in a notice given as provided in Section 3.11 of the By-laws for special meetings of the Board or in a waiver of notice thereof.

3.10 Regular Meetings. Regular meetings of the Board may be held at such times and places as may be fixed from time to time by the Board. Unless otherwise required

by the Board, regular meetings of the Board may be held without notice. If any day fixed for a regular meeting of the Board shall be a Saturday or Sunday or a legal holiday at the place where such meeting is to be held, then such meeting shall be held at the same hour at the same place on the first business day thereafter which is not a Saturday, Sunday or legal holiday.

3.11 Special Meetings. Special meetings of the Board shall be held whenever called by the President or the Secretary or by any two or more directors. Notice of each special meeting of the Board shall, if mailed, be addressed to each director at the address designated by him for that purpose or, if none is designated, at his last known address at least four days before the date on which the meeting is to be held; or such notice shall be sent to each director at such address by telegraph, Telex, TWX, cable, wireless, or similar means of communication, or be delivered to him personally, not later than the day before the date on which such meeting is to be held. Every such notice shall state the time and place of the meeting but need not state the purposes of the meeting, except to the extent required by law. If mailed, each notice shall be deemed given when deposited, with postage thereon prepaid, in a post office or official depository under the exclusive care and custody of the United States Postal Service. Such mailing shall be by first class mail.

3.12 Adjourned Meetings. A majority of the directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. Notice of any adjourned meeting of the Board need not be given to any director whether or not present at the time of the adjournment. Any business may be transacted at any adjourned meeting that might have been transacted at the meeting as originally called.

3.13 Waivers of Notice of Meetings. Anything in these By-laws or in any resolution adopted by the Board to the contrary notwithstanding, notice of any meeting of the Board need not be given to any director who submits a signed waiver of such notice, whether before or after such meeting, or who attends such meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

3.14 Organization. At each meeting of the Board, the Chairman of the Board, if any, shall preside. If no Chairman has been elected, the President of the Corporation, or in the absence of the President, a chairman chosen by the majority of the directors present, shall preside. The chairman of the meeting shall not have a casting vote in the event of a tie. The Secretary shall act as Secretary at each meeting of the Board. In case the Secretary shall be absent from any meeting of the Board, an Assistant Secretary shall perform the duties of Secretary at such meeting; and in the absence from any such meeting of the Secretary and Assistant Secretaries,

the person presiding at the meeting may appoint any person to act as Secretary of the meeting.

3.15 Quorum of Directors. Subject to the provisions of Section 3.2 hereof and of Section 702(b) of the Business Corporation Law, as long as the Board consists of two or more members, the quorum for the transaction of business or for any specified item of business at any meeting of the Board shall be a majority of the directors or such greater number of directors as the Board may from time to time determine.

3.16 Action by the Board. Except as otherwise provided in Section 3.17 of the By-Laws, all corporate action taken by the Board shall be taken at a meeting of the Board. Except as otherwise provided by the Certificate of Incorporation or by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board.

3.17 Written Consent of Directors Without a Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board shall be filed with the minutes of the proceedings of the Board.

3.18 Participation in Meeting of Board by Means of Conference Telephone or Similar Communications Equipment. Any one or more members of the Board may participate in a

meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE 4

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

4.1 How Constituted and Powers. The Board, by resolution adopted by a majority of the Entire Board, may designate from among its members an executive committee and other committees, each consisting of three or more directors, and each of which, to the extent provided in the resolution, shall have all the authority of the Board, except that no such committee shall have authority as to the following matters:

- 4.1.1 The submission to shareholders of any matter that needs shareholders' approval;
 - 4.1.2 The filing of vacancies in the Board or in any committee;
 - 4.1.3 The fixing of compensation of the directors for serving on the Board or on any committee;
 - 4.1.4 The amendment or repeal of the By-laws, or the adoption of new By-laws; or
 - 4.1.5 The amendment or repeal of any resolution of the Board which includes among its terms a provision that it is not so amendable or repealable.
-

4.2 General. Any committee designated by the Board pursuant to Section 4.1 of the By-laws, and each of the members and alternate members thereof, shall serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee. All corporate action taken by any committee designated by the Board pursuant to Section 4.1 of the By-laws shall be taken at a meeting of such committee except that any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent in writing to the adoption of a resolution authorizing the action; in such event the resolution and the written consents thereto by the members of the committee shall be filed with the minutes of the proceedings of the committee. Any one or more members of any committee may participate in a meeting of such committee by means of conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Any committee may adopt such rules and regulations, not inconsistent with the Certificate of Incorporation or the By-laws or applicable laws or the resolution of the Board designating such committee, as it may deem proper for the conduct of its meetings and the exercise by it of the authority of the Board conferred upon such committee by the resolution of the Board designating such committee.

ARTICLE 5

OFFICERS

5.1 Officers. The Board may elect or appoint a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as it may determine. The Board may from time to time also elect a Chairman of the Board. All officers shall be elected or appointed to hold office until the meeting of the Board following the next annual meeting of shareholders. The Board may designate one or more Vice Presidents as Executive Vice Presidents, and may use descriptive words or phrases to designate the standing, seniority or area of special competence of the Vice Presidents elected or appointed by it. Each officer shall hold office for the term for which he is elected or appointed, and until his successor shall have been elected or appointed and qualified or until his death, his resignation or his removal in the manner provided in Section 5.2 of the By-laws. Any two or more offices may be held by the same person, except the offices of President and Secretary; provided, however, that if all of the issued and outstanding shares of the Corporation are owned by one person, such person may hold all or any combination of offices. None of the officers except the Chairman of the Board, need be a director of the Corporation. The Board may require any officer to give a bond or other security for the faithful performance of his duties, in such amount and with such sureties as the Board may

determine. All officers as between themselves and the Corporation shall have such authority and perform such duties in the management of the Corporation as may be provided in the By-laws or as the Board may from time to time determine.

5.2 Removal of Officers. Any officer elected or appointed by the Board may be removed by the Board with or without cause. The removal of an officer without cause shall be without prejudice to his contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

5.3 Resignations. Any officer may resign at any time by notifying the Board or the President or the Secretary in writing. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any.

5.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause may be filled for the unexpired portion of the term by the Board at any regular or special meeting of the Board.

5.5 Compensation. Salaries or other compensation of the officers may be fixed from time to time by the Board.

No officer shall be prevented from receiving a salary or other compensation by reason of the fact that he is also a director.

5.5A Chairman of the Board. If a Chairman is elected, he shall if present, preside at all meetings of the Board. If elected, he shall perform all duties incident to the office of Chairman and such other duties as from time to time may be assigned to him by the Board. During the absence or disability of the Chairman, his duties shall be performed and his powers exercised by the President.

5.6 President. The President shall be the chief executive officer of the Corporation and shall have general supervision over the business of the Corporation, subject, however, to the control of the Board and of any duly authorized committee of directors. Subject to Section 2.12 hereof, the President shall, if present, preside at all meetings of the shareholders and, if no Chairman of the Board has been elected, at all meetings of the Board; and, in general, he shall perform all duties incident to the office of President and such other duties as from time to time may be assigned to him by the Board.

5.7 Vice Presidents. At the request of the President, or in his absence, at the request of the Board, the Vice Presidents shall (in such order as may be designated by the Board or in the absence of any such designation in order of seniority

based on age) perform all of the duties of the President and so acting shall have all the powers of and be subject to all restrictions upon the President. Any Vice President may also, with the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer, sign certificates for shares of the Corporation; and he shall perform such other duties as from time to time may be assigned to him by the Board or by the President.

5.8 Secretary. The Secretary, if present, shall act as Secretary of all meetings of the shareholders and of the Board, and shall keep the minutes thereof in the proper book or books to be provided for that purpose; he shall see that all notices required to be given by the Corporation are duly given and served; he shall be custodian of the seal of the Corporation, he shall have charge of the share records and also of the other books, records and papers of the Corporation relating to its organization and management as a Corporation, and shall see that the reports, statements and other documents required by law are properly kept and filed; and shall, in general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board or by the President.

5.9 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds, securities and

notes of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any sources whatsoever; deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with these By-laws; against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositories of the Corporation signed in such manner as shall be determined in accordance with any provisions of the By-laws, and be responsible for the accuracy of the amounts of all moneys so disbursed; regularly enter or cause to be entered in books to be kept by him or under his direction full and adequate account of all moneys received or paid by him for the account of the Corporation; have the right to require, from time to time, reports or statements giving such information as he may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same; render to the President or the Board, whenever the President or the Board, respectively, shall require him so to do, an account of the financial condition of the Corporation and of all his transactions as Treasurer; exhibit at all reasonable times his books of account and other records to any of the directors upon application at the office of the Corporation where such books and records are kept; and, in general, perform all the duties incident to the office of Treasurer and such

other duties as from time to time may be assigned to him by the Board or by the President.

5.10 Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers shall perform such duties as shall be assigned to them by the Secretary or by the Treasurer, respectively, or by the Board or by the President.

ARTICLE 6

EXECUTION OF INSTRUMENTS, BANK ACCOUNTS, BORROWING POWER, ETC.

6.1 Execution of Instruments. Deeds, transfers, assignments, contracts, obligations, certificates and other instruments may be signed on behalf of the Corporation by two persons, one of whom holds the office of Chairman of the Board, President, Vice President or director and the other of whom holds one of the said offices or the office of Secretary, Treasurer, Assistant Secretary or Assistant Treasurer or any other office created by by-law or by resolution of the Board. In addition, the Board may from time to time direct the manner in which and the person or persons by whom any particular instrument or class of instruments may or shall be signed. Any signing officer may affix the corporate seal to any instrument requiring the same.

6.2 Banking Arrangements. The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

6.3 Borrowing Power. Without limiting the borrowing powers of the Corporation as set forth in the Business Corporation Law, the Board may from time to time:

- (a) borrow money upon the credit of the Corporation;
 - (b) issue, reissue, sell or pledge bonds, debentures, notes or other evidences of indebtedness or guarantee of the Corporation, whether secured or unsecured; and
 - (c) charge, mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertakings, to secure any such bonds, debentures, notes or other evidences of indebtedness
-

or guarantee or any other present or future indebtedness or liability of the Corporation.

Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

6.4 Delegation. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 6.3 hereof or by the Business Corporation Law to such extent and in such manner as the Board shall determine at the time of each such delegation.

ARTICLE 7

SHARES AND DIVIDENDS

7.1 Certificates Representing Shares. The shares of the Corporation shall be represented by certificates in such form (consistent with the provisions of Section 508 of the Business Corporation Law) as shall be approved by the Board. Such certificates shall be signed in accordance with Section 6.1 hereof, and may be sealed with the seal of the Corporation or a facsimile thereof. The signatures of the officers

upon a certificate may be facsimiles, if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or its employee. In case any officer who has signed or whose facsimile signature has been placed upon any certificate shall have ceased to be such officer before such certificate is issued, such certificate may, unless otherwise ordered by the Board, be issued by the Corporation with the same effect as if such person were such officer at the date of issue.

7.2 Transfer of Shares. Transfers of shares shall be made only on the books of the Corporation by the holder thereof or by his duly authorized attorney appointed by a power of attorney duly executed and filed with the Secretary or a transfer agent of the Corporation, and on surrender of the certificate or certificates representing such shares properly endorsed for transfer and upon payment of all necessary transfer taxes. Every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled," with the date of cancellation, by the Secretary or an Assistant Secretary or the transfer agent of the Corporation. A person in whose name shares shall stand on the books of the Corporation shall be deemed the owner thereof to receive dividends, to vote as such owner and for all other purposes

as respects the Corporation. No transfer of shares shall be valid as against the Corporation, its shareholders and creditors for any purpose, except to render the transferee liable for the debts of the Corporation to the extent provided by law, until such transfer shall have been entered on the books of the Corporation by an entry showing from and to whom transferred.

7.3 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board.

7.4 Lost, Destroyed, Stolen and Mutilated Certificates. The holder of any shares shall immediately notify the Corporation of any loss, destruction, theft or mutilation of the certificate representing such shares, and the Corporation may issue a new certificate to replace the certificate alleged to have been lost, destroyed, stolen or mutilated. The Board may, in its discretion, as a condition to the issue of any such new certificate, require the owner of the lost, destroyed, stolen or mutilated certificate, or his legal representatives, to make proof satisfactory to the Board of such loss, destruction, theft or mutilation and to advertise such fact in such manner as the Board may require, and to give the Corporation and its transfer agents and registrars, or such of them as

the Board may require, a bond in such form, in such sums and with such surety or sureties as the Board may direct, to indemnify the Corporation and its transfer agents and registrars against any claim that may be made against any of them on account of the continued existence of any such certificate so alleged to have been lost, destroyed, stolen or mutilated and against any expense in connection with such claim.

7.5 Regulations. The Board may make such rules and regulations as it may deem expedient, not inconsistent with the By-laws or with the Certificate of Incorporation, concerning the issue, transfer and registration of certificates representing shares.

7.6 Limitation on Transfers. If any two or more shareholders or subscribers for shares shall enter into any agreement whereby the rights of any one or more of them to sell, assign, transfer, mortgage, pledge, hypothecate, or transfer on the books of the Corporation, any or all of such shares held by them shall be abridged, limited or restricted, and if a copy of such agreement shall be filed with the Corporation and shall contain a provision that the certificates representing shares subject to it shall bear a reference to such agreement, then all certificates representing shares covered or affected by said agreement shall have such reference

thereto endorsed thereon; and such shares shall not thereafter be transferred on the books of the Corporation except in accordance with the terms and provisions of such agreement.

7.7 Dividends, Surplus, Etc. Subject to the provisions of the Certificate of Incorporation and of law, the Board

7.7.1 May declare and pay dividends or make other distributions on the outstanding shares in such amounts and at such time or times as, in its discretion, the condition of the affairs of the Corporation shall render advisable;

7.7.2 May use and apply, in its discretion, any of the surplus of the Corporation in purchasing or acquiring any shares of the Corporation, or purchase warrants therefor, in accordance with law, or any of its bonds, debentures, notes, scrip or other securities or evidences of indebtedness;

7.7.3 May set aside from time to time out of such surplus or net profits such sum or sums as, in its discretion, it may think proper, as a reserve fund to meet contingencies, or for equalizing dividends or for the purpose of maintaining or increasing the property or business of the Corporation, or

for any other purpose it may think conducive to the best interests of the Corporation.

ARTICLE 8

INDEMNIFICATION

8.1 Indemnification of Officers and Directors. The Corporation shall indemnify any person made, or threatened to be made, a party to any action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was a director or officer of the Corporation, or of any other corporation which he served as such at the request of the Corporation, against all judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, to the fullest extent and in the manner set forth in and permitted by the Business Corporation Law and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Section 8.1 shall be deemed to be a contract between the Corporation and each director and officer who serves in such capacity at any time while

this Section 8.1 and the relevant provisions of the Business Corporation Law and other applicable law, if any, are in effect, and, except to the extent otherwise required by law, any repeal or modification thereof shall not affect any rights or obligations then existing or thereafter arising with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

8.2 Indemnification of Others. The Board in its discretion shall have power on behalf of the Corporation to indemnify any person, other than a director or officer, made a party to any action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was an employee of the Corporation.

8.3 Insurance. The Board in its discretion shall have the power to purchase and maintain insurance in accordance with, and subject to, the provisions of Section 727 of the Business Corporation Law.

ARTICLE 9

BOOKS AND RECORDS

9.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the shareholders, Board and

executive committee, if any. The Corporation shall keep at the office designated in the Certificate of Incorporation or at the office of the transfer agent or registrar of the Corporation in New York State, a record containing the names and addresses of all shareholders, the number and class of shares held by each and the dates when they respectively became the owners of record thereof. Any of the foregoing books, minutes or records may be in written form or in any other form capable of being converted into written form within a reasonable time.

9.2 Inspection of Books and Records. Except as otherwise provided by law, the Board shall determine from time to time whether, and, if allowed, when and under what conditions and regulations, the accounts, books, minutes and other records of the Corporation, or any of them, shall be open to the inspection of the shareholders.

ARTICLE 10

SEAL

The Board may adopt a corporate seal which shall be in the form of a circle and shall bear the full name of the Corporation and the year of its incorporation.

ARTICLE 11

FISCAL YEAR

The fiscal year of the Corporation shall be determined, and may be changed, by resolution of the Board.

ARTICLE 12

VOTING OF SHARES HELD

Unless otherwise provided by resolution of the Board, the President may, from time to time, appoint one or more attorneys or agents of the Corporation, in the name and on behalf of the Corporation, to cast the votes which the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose shares or securities may be held by the Corporation, at meetings of the holders of the shares or other securities of such other corporation, and to consent in writing to any action, by any such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed on behalf of the Corporation and under its corporate seal, or otherwise, such written proxies, consents, waivers or other instruments as he may deem necessary or proper in the premises; or the President may himself attend any meeting of the holders of the shares or other securities of any such other corporation and thereat vote or exercise any or all other powers of the Corporation as the holder of such shares or other securities of such other corporation.

ARTICLE 13

AMENDMENTS

The By-laws may be altered, amended, supplemented or repealed, or new By-laws may be adopted, by vote of the holders of the shares entitled to vote in the election of directors. Except as may be otherwise provided in a By-law adopted by the shareholders, the By-laws may be altered, amended, supplemented or repealed, or new By-laws may be adopted, by the Board, provided that the vote of a majority of the entire Board shall be required to change the number of authorized directors. If any By-law regulating an impending election of directors is adopted, altered, amended, supplemented or repealed by the Board, such By-law shall be set forth in the notice of the next meeting of shareholders for election of directors, together with a concise statement of the changes made. Any By-laws adopted, altered, amended, or supplemented by the Board may be altered, amended, supplemented or repealed by the shareholders entitled to vote thereon.

MICHIGAN DEPARTMENT OF COMMERCE-CORPORATION AND SECURITIES BUREAU

Date Received

(FOR BUREAU USE ONLY)

MAY 16 1996

[ILLEGIBLE]

FILED

MAY 16 1996

Administrator

MI DEPT. OF CONSUMER & INDUSTRY SERVICES
Corporation & Securities Bureau

Name

PH. 517-663-2525 Ref # 62507
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 266
Eaton Rapids, MI. 48827-0266

Zip code

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.

394-853

ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Tri-County Refuse Service, Inc .

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

1. Common Shares 1,000

Preferred Shares _

2. A statement of all or any of the relative rights, preferences, and limitations of the shares of each class is as follows:

ARTICLE IV

1. The address of the registered office is:

30600 Telegraph Road, Bingham Farms, Michigan 48025
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

(Street Address or P.O. Box) (City) Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: THE CORPORATION COMPANY

ARTICLE V

The name(s) and address(es) of the incorporators is (are) as follows:

Name	Residence or Business Address
Tanya M. Villar	1200 S. Pine Island Road, Plantation, Florida 33324
Heather Palazzolo	1200 S. Pine Island Road, Plantation, Florida 33324
Tara St . Lawrence	1200 S. Pine Island Road, Plantation, Florida 33324

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), The incorporator(s) sign my (our) name(s) this 15th day of May, 1996

/s/ Tanya M. Villar
Tanya M. Villar

/s/ Heather Palazzolo
Heather Palazzolo

/s/ Tara St. Lawrence
Tara St. Lawrence

**AMENDED AND RESTATED BYLAWS
OF
TRI-COUNTY REFUSE SERVICE, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

[ILLEGIBLE]

Secretary of State
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782 6961

ARTICLES OF INCORPORATION

SUBMIT IN DUPLICATE!

FILED PAID

JUN 03 1991 JUN [ILLEGIBLE] 1991

This space for use by
 Secretary of State

Payment must be made by certified check, cashier's check,
 Illinois attorney's check, Illinois C.P.A's check or money
 order, payable to "Secretary of State."

GEORGE H. RYAN
 SECRETARY OF STATE

Date 6-3-91

Franchise Tax	\$ 25
Filing Fee	<u>\$ 75</u>
Approved: ID	100

1. CORPORATE NAME: TRI-STATE RECYCLING SERVICES, INC.
 (The corporate name must contain the word "corporation", "company," "incorporated." "limited" or an abbreviation thereof.)

2. Initial Registered Agent:	FRANK	M.	WARD
	<i>First Name</i>	<i>Middle Initial</i>	<i>Last name</i>
Initial Registered Office:	2401 SOUTH LAFLIN		
	<i>Number</i>	<i>Street</i>	<i>Suite #</i>
	CHICAGO	60608	COOK
	<i>City</i>	<i>Zip Code</i>	<i>County</i>

3. Purpose or purposes for which the corporation is organized:
 (If not sufficient space to cover this point, add one or more sheets of this size.)
 THE TRANSACTION OF ANY OR ALL LAWFUL PURPOSES FOR WHICH CORPORATIONS
 MAY BE INCORPORATED UNDER THE ILLINOIS BUSINESS CORPORATION ACT OF 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	\$NO PAR	1,000	100	\$ 1,000
			Total	\$ 1,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
 (If not sufficient space to cover this point, add one or more sheets of this size)

(over)

[ILLEGIBLE]

- (a) Number of directors constituting the initial board of directors of the corporation: _____
- (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address

6. *OPTIONAL:*
- (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 - (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 - (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 - (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. *OPTIONAL: OTHER PROVISIONS*

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing: Articles of Incorporation are true.

Dated May 13, 1991

Signature and Name	Address
1. <u> /s/ Frank M. Ward </u> <i>Signature</i> <u> FRANK M. WARD </u> <i>(Type or Print Name)</i>	1. <u> 2401 SOUTH LAFLIN </u> <i>Street</i> <u> CHICAGO ILLINOIS 60608 </u> <i>City/Town State Zip Code</i>
2. _____ <i>Signature</i> _____ <i>(Type or Print Name)</i>	2. _____ <i>Street</i> _____ <i>City/Town State Zip Code</i>
3. _____ <i>Signature</i> _____ <i>(Type or Print Name)</i>	3. _____ <i>Street</i> _____ <i>City/Town State Zip Code</i>

(Signatures must be in on original document Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice President and verified by him, and attested by its Secretary or Assistant Secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate 15/100 of 1 percent (\$1.50 per \$1,000) on the paid in capital represented in this state, with a minimum of \$25 and a maximum of \$1,000,000.
 - The filing fee is \$75
 - The minimum total due (franchise tax filing fee) is \$100.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.

Illinois Secretary of State
Department of Business Services

Springfield, IL 62756
Telephone (217) 782 6961

**AMENDED AND RESTATED BYLAWS
OF
TRI-STATE RECYCLING SERVICES, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Chicago, County of Cook, State of Illinois.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Illinois as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Illinois, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than six (6) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Illinois. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from

time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors,

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committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to

attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such

meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Illinois for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Illinois, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

ARTICLES OF INCORPORATION OF
TRI-STATE REFUSE CORPORATION

The undersigned, having associated themselves together for the purpose of forming a corporation under the laws of the State of Arizona do hereby adopt the following Articles of Incorporation.

ARTICLE 1. The name of the corporation shall be TRI-STATE REFUSE CORPORATION, and the principal place of business shall be located in Bullhead City, Mohave County, Arizona, or such other places of business, either within or without the State of Arizona, as may be established by the Board of Directors.

ARTICLE 2. The names and addresses of the incorporators are:

Glenn A. Medlin, P. O. Box 396, Bullhead City, Arizona, 86430;

William E. Kelley, P. O. Box 565, Bullhead City, Arizona, 86430;

Joseph E. Hancock, P. O. Box 565, Bullhead City, Arizona, 86430.

ARTICLE 3. The general nature of the business which may be conducted by the corporation shall be:

(a) To engage in the business of collecting and hauling away of garbage, refuse, trash, rubbish and debris; to own, lease, operate and maintain dumps and dumping areas and to

do all things necessary or convenient in the operation of a refuse removal company.

(b) To purchase, acquire, own, hold, lease, either as Lessor or Lessee, sell, exchange, subdivide, mortgage, deed in trust, plant, improve, cultivate, develop, construct, maintain, equip, operate and generally deal in any and all lands, improved and unimproved, to build or erect buildings of any nature, and any and all other property of any and every kind and description, real, personal and mixed, wheresoever situated, including water and water rights.

(c) To acquire by purchase or otherwise, the goodwill, business, property, rights, franchise and assets of any kind, with or without undertaking either wholly or in part the liabilities of any persons, firm, association or corporation; and to acquire any business as a going concern or otherwise, to hold, maintain and operate, or in any manner dispose of, the whole or any part of the goodwill, business, rights and properties so acquired, and to conduct in any lawful manner the whole or any part of any business so acquired; and to exercise all the powers necessary or convenient in and about the management of such business.

(d) To enter into, make, perform and carry out contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association or corporation,

municipality, county, state, territory, government or any municipal or governmental subdivision.

(e) From time to time to apply for, purchase, acquire by assignment, transfer or otherwise exercise, carry out and enjoy the benefits, rights, privilege, prerogative or power conferred by, acquired under or granted by any statute, ordinance, order, license, power, authority, franchise, commission, rights or privilege which any government or authority or governmental agency or corporation or other public body may be empowered to enact, make or grant.

(f) To borrow money, to issue bonds, notes, debentures or other obligation of this corporation from time to time for any of the objects or purposes of this corporation and to secure the same by mortgage, pledge, deed of trust, or otherwise, or to issue the same unsecured.

(g) To lend money, to purchase, acquire, own, hold, guarantee, sell, assign, transfer, mortgage, pledge or otherwise dispose of and deal in shares, bonds, notes, debentures, or other securities or evidences of indebtedness of any other person, corporation or association, whether domestic or foreign, whether now or hereafter organized or existing; while a holder thereof, to exercise all the rights, powers and privileges of ownership, including the right to vote thereon to the same extent as a natural person might or could do.

(h) To carry on any business whatsoever, either as principal, agent, partner or joint venturer, which this corporation may deem proper or convenient in connection with any of the foregoing purposes or otherwise, or which may be calculated directly or indirectly to promote the interests of this corporation or to enhance the value of its property or business; to conduct its business in this state and in other states, and to hold, purchase, mortgage and convey real and personal property, either in or out of the State of Arizona, and to have and to exercise all the powers conferred by the laws of the State of Arizona upon corporations formed under the law pursuant to and under which this corporation is formed, as such laws are now in effect or at any time hereafter may be amended.

(i) To carry on any other lawful business whatsoever in connection with any of the foregoing, or which is calculated directly or indirectly to promote the interests of this corporation, and to perform all acts and things as a natural person might or could do to promote the same.

ARTICLE 4. The capital stock of this corporation shall be divided into 1,000,000 shares of common stock of no par value; said stock to be paid in at such times that the Board of Directors may designate in cash, real or personal

property, services, leases, or any other valuable right or thing for the use and purposes of the corporation, and all shares of the capital stock, when issued in exchange therefor, shall thereupon and thereby become fully paid, the same as though paid for in cash at par, and shall be non-assessable.

ARTICLE 5. The commencement of this corporation shall be the date of issuance to it of a Certificate of Incorporation by the Arizona Corporation Commission, and it shall endure for a term of twenty-five (25) years thereafter, with privileges of renewal as by law provided.

ARTICLE 6. The affairs of this corporation shall be conducted by a Board of Directors, consisting of not less than two (2) nor more than seven (7) members and by such officers as said Directors may elect or appoint. The Directors, who shall be stockholders of the corporation, shall be elected at each regular annual meeting of the stockholders, to be held on the first Monday in December of each year beginning in the year 1971. Until their successors shall be elected and qualified, the Directors of the corporation shall be the following:

Glenn A. Medlin
Joseph E. Hancock
William E. Kelley

The officers of the corporation shall consist of a President, one or more Vice-Presidents, a Secretary and a

Treasurer. The officers shall be elected annually at a meeting of the Board of Directors to be held immediately following each annual meeting of the stockholders. Until their successors are elected and qualified, the following persons shall hold the offices indicated:

Glenn A. Medlin
William E. Kelley
Joseph E. Hancock

President
Vice-President
Secretary/Treasurer

ARTICLE 7. The Board of Directors shall have the power to adopt, amend or rescind By-Laws, to fill vacancies occurring in the Board from any cause, to appoint and employ such agents and employees as may be deemed necessary, with such powers as it may confer, and all such further powers as may be granted by these Articles, by the By-Laws of the corporation, or by resolution lawfully adopted therefor.

ARTICLE 8. The highest amount of indebtedness or liability, direct or contingent, to which the corporation may subject itself shall not exceed two-thirds (2/3) of its authorized capital stock, unless otherwise provided by law.

ARTICLE 9. The private property of the stockholders, officers and Directors of this corporation shall be forever exempt from its debts, obligations and liabilities.

ARTICLE 10. The fiscal year of the corporation shall commence October 1 and terminate September 30. The fiscal year

may be changed from time to time by a majority vote of the Board of Directors.

ARTICLE 11. TERRENCE S. LEEK, whose post office address is Post Office Box 1042, Bullhead City, Arizona, 86430, and who has been a resident of the State of Arizona for more than three (3) years, is hereby appointed the statutory agent for and on behalf of the corporation in and for the State of Arizona, to accept and acknowledge summons of and upon whom may be served all necessary notices and processes. This appointment may be revoked at any time.

IN WITNESS WHEREOF, we have hereunto set our hands this 27 day of October, 1971.

/s/ Glenn A. Medlin
GLENN A. MEDLIN

/s/ William E. Kelley
WILLIAM E. KELLEY

/s/ Joseph E. Hancock
JOSEPH E. HANCOCK

MERGER AGREEMENT

THIS AGREEMENT made and entered into this 30 day of November, 1971, by and between BULLHEAD RIVIERA CORP., a corporation authorized and existing under and by virtue of the laws of the State of California, and duly licensed to do business in the State of Arizona, and a majority of the Board of Directors of said corporation, parties of the first part, and TRI-STATE REFUSE CORPORATION, an Arizona corporation, and a majority of the Directors of said corporation, parties of the second part.

WHEREAS, the corporations above named are corporations with similar purposes and common shareholders and it is deemed to be in the best interests of both corporations, their Directors and shareholders, to merge BULLHEAD RIVIERA CORP. into TRI-STATE REFUSE CORPORATION, and to terminate the existence of BULLHEAD RIVIERA CORP., pursuant to Article XI, Chapter 1, Title 10, Arizona Revised Statutes.

NOW THEREFORE in consideration of the premises and of the mutual promises and covenants herein contained, it is agreed as follows:

1. BULLHEAD RIVIERA CORP. shall be merged into TRI- STATE REFUSE CORPORATION and the corporate existence of BULLHEAD RIVIERA CORP. shall cease and the corporate existence of TRI-STATE REFUSE CORPORATION shall continue under the name of TRI-STATE REFUSE CORPORATION.
2. There shall be 1,000,000 shares of capital stock of the proposed merged corporation.

3. The corporation shall have only common stock with no par value allocated to each share.

4. Shareholders of BULLHEAD RIVIERA CORP. will be issued a like number of shares in TRI-STATE REFUSE CORPORATION upon delivery of certificates evidencing the same. The assets of BULLHEAD RIVIERA CORP. shall be conveyed and assigned to said TRI-STATE REFUSE CORPORATION for no consideration.

5. There shall be not less than two (2) nor more than seven (7) Directors of TRI-STATE REFUSE CORPORATION. officers shall be a president, a Vice-President, a Secretary, and a Treasurer.

6. The method of carrying into effect the terms of this agreement shall be as follows:

a. All assets of BULLHEAD RIVIERA CORP. shall be conveyed or assigned to TRI-STATE REFUSE CORPORATION prior to the completion of this merger.

b. Shareholders of record in BULLHEAD RIVIERA CORP. shall be issued a like number of shares as represented on the stock certificates of BULLHEAD RIVIERA CORP. in TRI-STATE REFUSE CORPORATION at such time the certificates of BULLHEAD RIVIERA CORP. are delivered to the Secretary of TRI-STATE REFUSE CORPORATION.

7. TERRENCE S. LEEK, Attorney at Law, is hereby authorized and directed by the undersigned to do all things necessary to carry into effect the terms and conditions of this agreement in accordance with the Arizona Revised Statutes as set forth above.

DATED this 30, day of November, 1971.

BULLHEAD RIVIERA CORP.

By: /s/ Joseph E. Hancock
President

ATTEST:

/s/ William E. Kelley
Secretary

/s/ William E. Kelley
Director

/s/ Joseph E. Hancock
Director

Director

TRI-STATE REFUSE CORPORATION

By /s/ Glenn A. Medlin
President

ATTEST:

/s/ William E. Kelley
Secretary

/s/ William E. Kelley
Director

/s/ Joseph E. Hancock
Director

/s/ Glenn A. Medlin
Director

C O N S E N T

The undersigned, being all the stockholders of record in BULLHEAD RIVIERA CORP. and TRI-STATE REFUSE CORPORATION, do hereby consent to the terms and conditions of the merger agreement set forth above.

/s/ Glenn A. Medlin
GLENN A. MEDLIN

HANCOCK & KELLEY CONSTRUCTION CO.

By /s/ William E. Kelley
President

STATE OF ARIZONA
ACC/FAX
DATE FILED

DEC 19 1996
DATE APPR 12-19-96
TERM _____
BY [ILLEGIBLE]
0084778-0

ARTICLES OF AMENDMENT
OF
TRI-STATE REFUSE CORPORATION

1. The name of the corporation is Tri-State Refuse Corporation.

2. Article 5 of the Articles of Incorporation is amended to read as follows:

Article 5-A. The commencement of this Corporation shall be the date of issuance to it of a Certificate of Incorporation by the Arizona Corporation Commission, and it shall endure *perpetually*.
All other provisions of the original Articles of Incorporation as filed October 29, 1971 remain in full force and effect.

3. The Amendment does not provide for any exchange, reclassification or cancellation of issued shares.

4. The Amendment was adopted the 29th day of October, 1996.

5. The Amendment was adopted by the Board of Directors without Shareholder action, no Shareholder action was required.

DONE this 29 day of October, 1996

TRI-STATE REFUSE CORPORATION

/s/ James T. Whiting
JAMES T. WHITING, President

Attested to:

/s/ Susan E. Whiting
SUSAN E. WHITING, Secretary
[ILLEGIBLE]

(Seal)

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AZ Corp. Comnies



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AZ CORPORATION COMMISSION
FILED

DEC 04 2008
FILE NO 00847780

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
TRI-STATE REFUSE CORPORATION

Pursuant to the provisions of A.R.S. & 10-1006, TRI-STATE REFUSE CORPORATION, an Arizona corporation (the "Corporation"), hereby adopts the following Articles of Amendment to its Articles of Incorporation and certifies as follows:

FIRST: The name of the Corporation is TRI-STATE REFUSE CORPORATION.

SECOND: ARTICLES 8 of the Articles of Incorporation of the Corporation is [ILLEGIBLE] entirety.

THIRD: The Amendment to the Articles of Incorporation was adopted by the Board of Directors of the Corporation and by the shareholders of the Corporation on December 4, 2008.

FOURTH: The Amendment was adopted by the shareholders of the Corporation eligible to vote to the amendment 7,500 shares of the Corporation's Common Stock are entitled to vote. 100% of these outstanding shares voted in favor of the Amendment.

FIFTH: The Amendment does not provide for an exchange, reclassification or cancellation of issued shares.

DATED: December 4, 2008.

TRI-STATE REFUSE CORPORATION
an Arizona corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

BYLAWS
OF
TRI-STATE REFUSE CORPORATION

ARTICLE I
STOCKHOLDERS MEETINGS

Section 1 — Annual Meetings — The annual meeting of the stockholders shall be held at 3:00 o'clock P.M. on the first Monday of each year at the principal office of this corporation (hereinafter called the "company") or at such other place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such date falls upon a legal holiday the meeting shall be held on the next succeeding business day, and further provided that the board of directors may by resolution fix the date of the annual meeting at such other date as the board may deem appropriate. At such meeting the stockholders shall elect directors to serve until their successors shall be elected.

Section 2 — Special Meetings — Special Meetings of the stockholders may be held at the principal office of the company whenever called in writing by the president, the vice-president, a majority of the board of directors, or the holders of twenty-five per cent (25%) of the issued and outstanding stock.

Section 3 — The calls and notices of all meetings of the stockholders shall conform to the provisions of Article VIII of these bylaws.

Section 4 — The president, and in his absence a vice-president, shall preside at all such meetings.

Section 5 — The cumulative system of voting as required by the laws of Arizona shall be followed in the election of directors. On all other matters, each stockholder shall be entitled to cast one vote for each share of stock held in his name. All votes may be cast by the stockholders either in person or by proxy. All proxies shall be in writing and shall be filed with the secretary. If instructed, the secretary shall enter a record of such proxies in the minutes of the meeting.

Section 6 — Registered Stockholders — At any meeting of the stockholders only such persons shall be entitled to vote in person or by proxy as appear as stockholders upon the transfer books of the company at the time of such meeting unless the board of directors, by resolution, shall fix a date in advance of the date of the stockholders meeting, but not more than twenty days in advance thereof, as the date upon which a person must appear as a stockholder on the company's transfer books in order to be entitled to vote at the stockholders meeting, in which case only those so appearing as stockholders on the date so fixed shall be entitled to vote.

Section 7 — Quorum — At any meeting of the stockholders, the holders of a majority of the issued and outstanding shares of the company present in person or by proxy shall constitute a quorum of the stockholders for all purposes. In the absence of a quorum the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until the holders of the amount of stock requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

Section 8 — All informalities and/or irregularities in calls, notices of meeting and in the matter of voting, form of proxies, credentials, and method of ascertaining those present, shall be deemed waived if no objection is made at the meeting.

ARTICLE II

BOARD OF DIRECTORS

Section 1 — The business and property of the company shall be managed by its board of directors.

Section 2 — Vacancies — In case of any vacancy in the board of directors, the remaining members of the board may elect a successor director or directors to hold office until the next meeting of the stockholders.

Section 3 — Regular Meetings — A regular annual meeting of the directors shall be held immediately after the adjournment of each annual stockholders meeting at the place at which such stockholders meeting was held. Regular meetings, other than the annual meeting, shall be held at regular intervals at such places and at such times as the board of directors may from time to time by resolution provide.

Section 4 — Special Meetings — Special meetings of the board of directors shall be held at such place as is permitted for regular meetings whenever called by the president, the vice-president, or by a majority of the board. By unanimous consent of the directors special meetings of the board may be held without call or notice at any time or place. Notice of all calls and meetings of the board of directors shall be as provided in Article VIII of these bylaws.

Section 5 — Quorum — A quorum for the transaction of business at any meeting of the directors shall consist of a majority of the board then in office.

ARTICLE III

OFFICERS

Section 1 — Directors shall elect or appoint the officers of the company. Such election or appointment shall regularly take place at the first meeting of the directors immediately following the annual meeting of the stockholders; provided, however, that elections of officers may be held at any other meeting of the board of directors.

Section 2 — The board of directors may appoint such other officers, in addition to the officers hereinbelow expressly named, as they shall deem necessary, who shall have such authority to perform such duties as may be prescribed from time to time by the board of directors or by the president.

Section 3 — All officers and agents shall be subject to removal at any time by the affirmative vote of the majority of the members of the board of directors.

ARTICLE IV

PRESIDENT

The president shall be the chief executive of the company, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the company all certificates of stock, conveyances, mortgages, and contracts of material importance to the company's business, and shall do and perform all acts and things which the board of directors may require of him. He shall receive such compensation for his services as may be fixed or approved by the board of directors.

ARTICLE V

VICE-PRESIDENT

In the event of the president's absence or inability to act, the vice-president shall have the powers of the president. He shall perform such other duties as the board of directors may impose upon him, and shall receive such compensation as may be fixed or approved by the board of directors.

ARTICLE VI

SECRETARY

The secretary shall keep the minutes of the company, its stock books and such books and records as these bylaws or any resolution of the directors may require him to keep. He shall be the custodian of the seal of the company, and shall affix the seal to all papers and instruments requiring it. He shall perform such other services as the board of directors may impose upon him, and shall receive such compensation as the board of directors may fix or approve. An assistant secretary may, at the discretion of the board of directors, be elected, such assistant secretary, in the event of the secretary's absence or inability to act, to perform the duties and functions of the secretary.

ARTICLE VII

TREASURER

The treasurer shall have the custody and control of the funds of the company, subject to the action of the board of directors, and shall, when requested by the president so to do, report the state of the finances of the company at each annual meeting of the stockholders and at any meeting of the directors. He shall perform such other services as the board of directors may require of him and shall receive such compensation as the board of directors may fix or approve.

ARTICLE VIII

CALLS AND NOTICES OF MEETINGS

Section 1 — At least ten days (inclusive of the date of meetings) before the date of any meeting of the stockholders, the secretary shall cause a written notice setting forth the time, place and general purpose of the meetings, to be delivered personally or deposited in the mail, with postage prepaid, addressed to each stockholder of record at his last post office address as it then appears on the books of the company.

Section 2 — Special meetings of the board of directors may be called by the president (or in his absence the vice-president), or by a majority of the board of directors, and notice of such meeting shall be given to each director, orally or in writing, at least twenty-four hours before the time fixed for the meeting, and such notice shall advise each director as to the time, place and general purpose of the meeting, and shall be delivered personally, or by telephone or telegram, or mailed, postage prepaid to each director at his last post office address as it appears on the books of the company. No notice need be given of regular meetings of the board of directors.

Section 3 — Whenever all of the stockholders shall meet in person or by proxy such meetings shall be valid for all purposes without call or notice or waiver of call and notice, and at such meetings any corporate action may be taken. Whenever all of the directors meet such meetings shall be valid for all purposes without call or notice, or waiver of call and notice. No call or notice of any meeting of stockholders or directors shall be necessary if waiver of call and notice be signed by all of the stockholders or directors, whichever the case may be.

ARTICLE IX

SEAL

The seal of the company shall be impressed as follows:

ARTICLE X

STOCK CERTIFICATES

Section 1 — Form of Certificate — Each certificate of stock shall express on its face the par value, if any, of the shares, and shall indicate that the shares are full paid and non assessable.

Section 2 — Issuance — All certificates of stock shall be signed by the president or vice-president and by the secretary or an assistant secretary, and the seal of the company shall be impressed thereon. The name of the initial owner of each certificate

and the number of shares represented by it shall be entered on its stub.

Section 3 — Transfer — Certificates of stock shall be transferred on the books of the company by assignment made by the owner, his attorney in fact or legal representative, and by delivery of the certificate to the secretary of the company for transfer, together with such further supporting documents as the company may reasonably require. Each certificate surrendered for transfer shall be marked "Cancelled" by the secretary and an incision on the certificate shall be made through the names of the subscribing officers, and the cancelled certificate shall be affixed to its stub.

Section 4 — Lost Certificates — Should the owner of any certificate of stock make application to the company for the issuance of a duplicate certificate by reason of the loss or destruction of his certificate, he shall accompany his application by an affidavit setting forth the time, place and circumstances of such loss or destruction, together with a bond in such amount and with such surety or sureties acceptable to the secretary of the company, indemnifying the company against such loss as it may suffer by reason of the issuance of a duplicate certificate or the refusal to recognize the certificate that was allegedly lost or destroyed. Upon satisfaction of the foregoing a duplicate certificate may be issued. The duplicate certificate shall be marked "Duplicate", and the stub of the certificate lost or destroyed shall indicate the issuance of the duplicate. The board of directors may, in its discretion, waive the requirement of a surety or sureties on the bond.

ARTICLE XI

DIVIDENDS

Dividends on the issued and outstanding stock from the surplus or net profits of the company may be declared by the board of directors from time to time, payable to the owners of record of the stock of the company outstanding at such date as the board of directors may specify,

ARTICLE XII

AMENDMENT AND REPEAL

These bylaws may be amended or repealed, or new bylaws may be adopted, at any meeting of the stockholders, by a resolution adopted by the holders of a majority of the issued and outstanding stock. These bylaws may also be amended or repealed, or new bylaws may be adopted, at any meeting of the board of directors. No notice need be given of any action concerning these bylaws previous to any such meeting, if the proposed amendment, repeal or adoption of new bylaws is one of necessity arising at such meeting, and is in furtherance of the legitimate aims of the company.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

TURKEY CREEK LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is Turkey Creek Landfill TX, LP.

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Turkey Creek Landfill TX, LP as of December 8, 1997.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
General Partner

By /s/ D. W. Slager
D. W. Slager, President

**STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP**

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Turkey Creek Landfill TX, LP.

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of the general partner(s) is as follows:

Name
Allied Waste Landfill Holdings, Inc.

Mailing Address
18500 North Allied Way
Phoenix, Arizona 85054

THIRD: Article IV of the Certificate of Limited Partnership shall be added as follows:

The name and mailing address of the Limited Partnership is as follows:

Name
Turkey Creek Landfill TX, LP

Mailing Address
18500 North Allied Way
Phoenix, Arizona 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the certificate of Limited Partnership on this 17th day of November, A.D. 2006.

/s/: Ryan N. Kenigsberg
Ryan N. Kenigsberg, Vice President

By: Allied Waste Landfill Holdings, Inc., its General Partner

*State of Delaware
Secretary of State
Division of Corporations
Delivered 01:44 PM 11/22/2006
FILED 01:17 PM 11/22/2006
SRV 061074141 - 2832325 FILE*

**AGREEMENT OF LIMITED PARTNERSHIP OF
TURKEY CREEK LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 11, 1997, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner, and Laidlaw Waste Systems (Houston) Inc., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Turkey Creek Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect

and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers which the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets which does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature which do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited

Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership

and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership property, and the Partnership property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;

(b) To the payment of any debts and liabilities to the Partners; and

(c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and

all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1 Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann. Tit. 6, Sections 17-101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a

Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ James Erg

Its: Vice President

Laidlaw Waste Systems (Houston) Inc.,
a Delaware corporation

By: /s/ G. Thomas Rochford

Its: Treasurer

EXHIBIT A

Names and Addresses of Partners:

	Initial Capital Contribution	Percentage Interest
General Partner:	\$ 10.00	1%
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260		
Limited Partner:	\$990.00	99%
Laidlaw Waste Systems (Houston) Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260		

No. 11-B
7-71

Submit in duplicate
Include License and Filing Fees**

One or more natural persons of the age of 21 years or more may incorporate a business corporation by signing, verifying and delivering Articles of Incorporation in duplicate to the Corporation Commissioner. The procedure for the formation of business corporations is set forth in ORS 57.306 through 57.331. See ORS 57.311 for the content of Articles of Incorporation.

FILE NO. 103407
FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
OCT 19 1973
FRANK J. HEALY
CORPORATION COMMISSIONER

Articles of Incorporation
OF
HDS, INCORPORATED

The undersigned natural person(s) of the age of twenty-one years or more, acting as incorporators under the Oregon Business Corporation Act, adopt the following Articles of Incorporation:

ARTICLE I The name of this corporation is HDS, Incorporated

(The corporate name must contain the word "Corporation", "Company", "Incorporated" or "Limited" or an abbreviation of one of such words.)

and its duration shall be perpetual

ARTICLE II The purpose or purposes for which the corporation is organized are:

Any lawful activity for which corporations may be organized under ORS Chapter 57.

(It is not necessary to set forth in the Articles any of the corporate powers enumerated in ORS 57.030 and 57.035. It is sufficient to state, either alone or with other purposes, "That the corporation may engage in any lawful activity for which corporations may be organized under ORS Chapter 57"; however, it is desirable to state the primary purpose of the corporation in conjunction with such statement.)

ARTICLE III The aggregate number of shares which the corporation shall have authority to issue is

1,000 shares of no par value common stock

(Insert statement as to par value of such shares or a statement that all of such shares are to be without par value. If there is more than one class of stock, insert a statement as to the preferences, limitations and relative rights of each class.)

ARTICLE IV The address of the initial registered office of the corporation is 1107 Commonwealth

Bldg.
(Street and Number)

Portland, Oregon
(City and State)

97204
(Zip Code)

and the name of its initial registered agent at such address is Lee Davis Kell

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

ARTICLE V The number of directors constituting the initial board of directors of the corporation is three, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name	Address
	(Street and Number) (City and State) (Zip)
Doris J. Dickson	1107 Commonwealth Bldg. Portland, Oregon 97204
Paul R. Romain	1107 Commonwealth Bldg. Portland, Oregon 97204
Lee Davis Kell	1107 Commonwealth Bldg. Portland, Oregon 97204

ARTICLE VI The name and address of each incorporator is:

Name	Address
	(Street and Number) (City and State) (Zip)
Lee Davis Kell	1107 Commonwealth Bldg. Portland, Oregon 97204

ARTICLE VII (Provisions for regulation of internal affairs of the corporation as may be appropriate.)

We, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief, it is true, correct and complete.

/s/ Lee Davis Kell

Dated October 17, 1973

**Submit articles in duplicate original with filing and license fees as follows:

	If authorized shares exceed	But do not exceed	Filing Fee	License Fee	Total Fees
	\$ 0	\$ 5,000	\$ 10	\$ 10	\$ 20
	5,000	10,000	15	15	30
	10,000	25,000	20	20	40
	25,000	50,000	30	30	60
	50,000	100,000	50	50	100
	100,000	250,000	75	75	150
	250,000	500,000	100	100	200
	500,000	1,000,000	125	125	250

If the authorized shares exceed \$1,000,000, a \$200 license fee and a \$200 filing fee—totaling \$400.

To determine the amount of organization fee payable by a corporation having stock without nominal or par value, but for no other purpose, such shares of stock shall be deemed equivalent to shares having a par value of \$10 each.

File with Corporation Commissioner, Commerce Bldg., 158 12th [ILLEGIBLE] N.E., Salem, Oregon 97310.

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

FILE NO. 103407
FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
DEC 10 1974
FRANK J. HEALY
CORPORATION COMMISSIONER

Articles of Amendment
of
HDS, INCORPORATED

(Present (not new) Corporate Name)

Pursuant to ORS 57.360(1), a majority of the shareholders of the corporation entitled to vote there-on adopt the following Articles of Amendment:

1. The name of the corporation prior to this amendment is: HDS, INCORPORATED
2. The following amendment of the Articles of Incorporation was adopted by the shareholders on December 6, 1974:
(The article or articles being amended should be set forth in full as they will be amended to read.)
“Article I. The name-of-this corporation is United Disposal Service, Inc. and its duration shall be perpetual.”

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

3. Indicate total number of shares which, at time of adoption of amendment, were outstanding 1,000; entitled to vote thereon 1,000; voted for amendment 1,000; voted against amendment _____.

4. If the shares of any class were entitled to vote on such amendment as a class, designate the number of outstanding shares entitled to vote thereon and the number of shares of each such class voted for and against such amendment:

Class	Number of Shares Outstanding and Entitled to Vote	For	Number of Shares Voted Against
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5. If amendment provides for an exchange, reclassification or cancellation of issued shares, and the manner in which the same shall be effected is not otherwise set forth herein, the exchange, reclassification or cancellation shall be effected as follows:

6. If amendment effects a change in amount of stated capital, the amount of stated capital as changed is \$ -0- Change effected as follows:

We, the undersigned, declare under the penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

/s/ Richard F. Brentano and /s/ Lee Davis Kell
President Asst. Secretary

Dated 12-10, 1974

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

FILE NO. 103407
FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
MAR 31 1976
FRANK J. HEALY
CORPORATION COMMISSIONER

Articles of Amendment
of

UNITED DISPOSAL SERVICE, INC.
(Present (not new) Corporate Name)

Pursuant to ORS 57.360(1), a majority of the shareholders of the corporation entitled to vote thereon adopt the following Articles of Amendment:

1. The name of the corporation prior to this amendment is: UNITED DISPOSAL SERVICE, INC.
2. The following amendment of the Articles of Incorporation was adopted by the shareholders on March 24, 1976:

(The article or articles being amended should be set forth in full as they will be amended to read.)

“Article III. The aggregate number of shares which the corporation shall have authority to issue is 1,000 shares, \$1.00 par value common stock”.

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

3. Indicate total number of shares which, at time of adoption of amendment, were outstanding 1,000; entitled to vote thereon 1,000; voted for amendment 1,000; voted against amendment 0.

4. If the shares of any class were entitled to vote on such amendment as a class, designate the number of outstanding shares entitled to vote thereon and the number of shares of each such class voted for and against such amendment:

Class	Number of Shares Outstanding and Entitled to Vote	For	Number of Shares Voted	Against
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5. If amendment provides for an exchange, reclassification or cancellation of issued shares, and the manner in which the same shall be effected is not otherwise set forth herein, the exchange, reclassification or cancellation shall be effected as follows:

Each share of no par value common stock will be exchanged for one share of \$1.00 par value common stock.

6. If amendment effects a change in amount of stated capital, the amount of stated capital as changed is \$_____ Change effected as follows:

We, the undersigned, declare under the penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

/s/ Richard F. Brentano and /s/ Lee Davis Kell

President

Asst. Secretary

March 30, 1976

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

ARTICLES OF MERGER
OF
SANTIAM SANITARY SERVICE, INC.
INTO
UNITED DISPOSAL SERVICE, INC.

Pursuant to the provisions of ORS 57.495, the undersigned corporation adopts the following Articles of Merger for the purpose of merging Santiam Sanitary Service, Inc., an Oregon corporation, into United Disposal Service, Inc., an Oregon corporation.

ARTICLE I
PLAN OF MERGER AND REORGANIZATION

The purpose of this Plan of Merger (the Plan) is to merge Santiam Sanitary Service, Inc., a wholly-owned subsidiary of United Disposal Service, Inc., into its parent corporation pursuant to Oregon Revised Statutes 57.495 (Merger Procedure For Corporation Owning At Least 90 Percent Of Other Corporation) and Section 361 and Section 368(a)(1)(A) of the Internal Revenue Code of 1954. Both corporations are Oregon corporations.

The Plan is as follows:

1. The Plan is hereby adopted by the Board of Directors of United Disposal Service, Inc. by consent action and is to be effective October 1, 1977.

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

2. Santiam Sanitary Service, Inc. shall be merged into United Disposal Service, Inc., which shall be the surviving corporation.

3. The outstanding shares of stock of Santiam Sanitary Service, Inc. consists of 100 shares of common stock, all of which are owned by United Disposal Service, Inc.

4. On the effective date of merger of Santiam Sanitary Service, Inc. into United Disposal Service, Inc. the separate existence of Santiam Sanitary Service, Inc. shall cease, the stock of Santiam Sanitary Service, Inc. shall be cancelled, and United Disposal Service, Inc. shall succeed to all the properties, rights, and other assets and shall be subject to all of the liabilities of Santiam Sanitary Service, Inc., in accordance with ORS 57.480, and without further action by either corporation.

5. If at any time United Disposal Service, Inc. shall determine that additional conveyances, documents, or other actions are necessary to carry out the provisions of this Plan of Merger, the officers and directors of Santiam Sanitary Service, Inc., as of the effective date of this merger, shall execute such conveyances or documents or take such action.

6. United Disposal Service, Inc. as sole shareholder of Santiam Sanitary Service, Inc. hereby waives receipt of

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notice of the merger off Santiam Sanitary Service, Inc. into United Disposal Service, Inc. and the 30 day waiting period pursuant to ORS 57.[ILLEGIBLE]95(4).

ARTICLE II

The number of outstanding shares of each class of Santiam Sanitary Service, Inc. is 100 shares of common stock all of which are owned by United Disposal Service, Inc.

ARTICLE III

The sole shareholder of Santiam Sanitary Service, Inc. received notice of the Plan of Merger on October 1, 1977, the Gate the Plan of Merger was adopted, and the 30 day waiting period required in ORS 57.495(4) has been waived in paragraph 6 of the Plan of Merger.

We, the undersigned, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

Dated: October 1, 1977.

UNITED DISPOSAL SERVICE, INC.

By: /s/ Richard F. Brentano
President

By: /s/ [ILLEGIBLE]
Secretary

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ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
UNITED DISPOSAL SERVICE, INC.

1. The name of the corporation is United Disposal Service, Inc.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE VII. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article VII, or adoption of any provision of these Articles of Incorporation inconsistent with this Article VII, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article VII and

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pertains to any act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VII unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE VIII. INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article VIII shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article VIII shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article VIII shall be considered a contract right between the corporation and the person entitled to indemnity under this Article VIII.

“D. In addition to any rights set forth above in this Article VIII, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

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4. The amendments were approved by the shareholders. One thousand shares of the corporation are outstanding, 1,000 votes are entitled to be cast on the amendments, 1,000 votes were cast for the amendments, and no votes were cast against the amendments.

United Disposal Service, Inc.

By /s/ Gary A. Barton
Gary A. Barton, Vice President

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**AMENDED AND RESTATED BYLAWS
OF
UNITED DISPOSAL SERVICE, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

File
in
Duplicate

Date Paid [ILLEGIBLE]
Initial-License Fee \$[ILLEGIBLE]
Franchise Tax \$[ILLEGIBLE]
Filing Fee \$[ILLEGIBLE]
Clerk [ILLEGIBLE]

FORM BCA-47
ARTICLES OF INCORPORATION

TO: [ILLEGIBLE], Secretary of State

The name and address of the incorporators are as follows:

Name	Number	Street	City	State	Zip Code
David R. Bledsoe	17201	20th Avenue North,	East Moline,	IL	61244

The above named incorporators, being one or more natural persons of the age of twenty-one years or more or a corporation, and having subscribed to the shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation hereby incorporated is: Upper Rock Island County Landfill, Inc.

ARTICLE TWO

The name and address of the initial registered agent and registered office are:

Registered agent Robert J. Noe
Registered office (P.O. Box 659) 1630 Fifth Avenue
City, Zip code, County Moline 61263 Rock Island

ARTICLE THREE

The duration of the corporation is perpetual OR _____ years

ARTICLE FOUR

The purposes for which the corporation is organized are: to purchase, lease and sell real estate and personal property and do other things incidental to the operation of a sanitary landfill.

ARTICLE FIVE

Paragraph 1: The class, number of shares, the par value, if any, of each class which the corporation is authorized to issue, the number the corporation proposes to issue without further report to the Secretary of State, and the consideration (*expressed in dollars*) to be received by the corporation therefor, are:

Class	Series	Par at no par	Number of shares authorized	Number of shares to be issued	Total consideration to be received therefor
Common		No Par	10,000	100	\$ 1,000.00
Total					\$ 1,000.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are: None

ARTICLE SIX

The corporation will not commence business until at least one thousand dollars has been received as consideration for the issuance of shares.

ARTICLE SEVEN

The number of directors to be elected at the first meeting of the shareholders is two

ARTICLE EIGHT

Paragraph 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be \$164,560.00

Paragraph 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be \$164,560.00

Paragraph 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be \$200,000.00

Paragraph 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be \$200,000.00

NOTE: If all the property of the corporation is to be located in this State and all of its business is to be transacted at or from places of business in this State, or if the incorporators elect to pay the initial franchise tax on the basis of its entire stated capital and paid-in surplus, then the information called for in Article Eight need not be stated. The basis for computation of franchise taxes payable by domestic corporations is set forth in Section 132 of the Business Corporation Act.

Signatures of incorporators:

/s/ David R. Bledsoe

David R. Bledsoe

NOTE: If a corporation acts as incorporator the name of the corporation and the state of incorporation shall be shown and the execution must be by its President or Vice-President and verified by him, and the corporate seal shall be affixed and attested by its Secretary or an Assistant Secretary.

As an incorporator, I declare that this document has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

RETURN TO:

Corporation Department
Secretary of State
Springfield, Illinois 62756
Telephone (217) 782-7880

FORM BCA-47

ARTICLES OF INCORPORATION

The following fees are required to be paid at the time of issuing Certificate of Incorporation: Filing fee \$75.00. Initial license fee of 50 per \$1,000.00 or 1/20th of 1% of the amount of stated capital and paid in surplus the corporation proposes to issue without further report (*Article Five*); Initial franchise tax of 1/10th of 1% of the issued, as above noted. However, the minimum initial franchise tax is \$25,00 and varies monthly on \$25,000. or less, as follows: January, \$37.50; February, \$35.42; March, \$33.33; April, \$31.25; May, \$29.17; June, \$27.08; July, \$25.00; August, \$22.92; September, \$20.83; October, \$18.75; November, \$16.67; December, \$14.58; (*See Sec. 133 BCA*).

In excess of \$25,000, the franchise tax per \$1,000.00 is as follows: Jan., \$1.50; Feb., \$1.4167; March, \$1.3334; April, \$1.25; May, \$1.1667; June, \$1.0834; July, \$1.00; Aug., \$.9167; Sept., \$.8334; Oct., \$.75; Nov., \$.6667; Dec., \$.5834.

All shares issued in excess of the amount mentioned in article Five of this application must be reported within 60 days from date of issuance thereof, and franchise tax and license Fee paid thereon; otherwise, the corporation is subject to a penalty of 1% for each month on the amount until reported and subject to a fine of not to exceed \$500.00.

The same fees are required for a subsequent issue of shares except the filing fee is \$5.00 instead of \$75.00.

FILED

FEB 17 1982
JIM EDGAR
Secretary of State

AMENDED AND RESTATED BYLAWS
OF
UPPER ROCK ISLAND COUNTY LANDFILL, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

One or more natural persons of the age of 21 years or more may incorporate a business corporation by signing verifying and delivering Articles of Incorporation in duplicate to the Corporation Commissioner. The procedure for the formation of business corporation is set forth in ORS 57.306 through 57.331. See ORS 57.311 for the content of Articles of Incorporation.

FILE NO. 103101
FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
SEP 24 1973
FRANK J. HEALY
CORPORATION COMMISSIONER

Articles of Incorporation
OF
VALLEY LANDFILLS, INC.

The undersigned natural person(s) of the age of twenty-one years or more, acting as incorporators under the Oregon Business Corporation Act, adopt the following Articles of Incorporation:
ARTICLE I The name of this corporation is Valley Landfills, Inc.

(The corporate name must contain the word "Corporation", "Company", "Incorporated" or "Limited" or an abbreviation of one of such, words.)

and its duration shall be perpetual

ARTICLE II The purpose or purposes for which the corporation is organized are:

To engage in the business of owning and operation of solid waste disposal sites and to engage in any lawful activity for which corporations may be organized under Chapter 57 of the Oregon Revised Statutes.

(It is not necessary to set forth in the Articles any of the corporate powers enumerated in ORS 57.030 and 57.035. It is sufficient to state, either alone or with other purposes. "That the corporation may engage in any lawful activity for which corporations may be organized under ORS Chapter 57"; however, it is desirable to state the primary purpose of the corporation in conjunction with such statement.)

ARTICLE III The aggregate number of shares which the corporation shall have authority to issue is 1000 shares of common stock, \$1.00 par value

(Insert statement as to par value of such shares or a statement that all of such shares are to be without par value. If there is more than one class of stock, insert a statement as to the preferences, limitations and relative rights of each class.)

ARTICLE IV The address of the initial registered office of the corporation is 1107 Commonwealth

Building	Portland, Oregon	97204
(Street and Number)	(City and State)	(Zip Code)

and the name of its initial registered agent at such address is Lee Davis Kell

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

ARTICLE V The number of directors constituting the initial board of directors of the corporation is **three/at least three**, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

<u>Name</u>	<u>Address</u> (street and Number) (City and state) (Zip)
Doris Jean Peltier	1107 Commonwealth Bldg. Portland 97204
Paul Raymond Romain	1107 Commonwealth Bldg. Portland 97204
Lee Davis Kell	1107 Commonwealth Bldg. Portland 97204

ARTICLE VI The name and address of each incorporator is:

<u>Name</u>	<u>Address</u> (street and Number) (City and state) (Zip)
Paul Raymond Romain	1107 Commonwealth Bldg. Portland 97204

ARTICLE VII (Provisions for regulation of internal affairs of the corporation as may be appropriate.)

We, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief, it is true, correct and complete.

/s/ Paul Raymond Romain

Dated September 20, 1973.

**Submit articles in duplicate original with filing and license fees as follows:

	If authorized shares exceed	But do not exceed	Filing Fee	License Fee	Total Fees
	\$ 0	\$ 5,000	\$ 10	\$ 10	\$ 20
	5,000	10,000	15	15	30
	10,000	25,000	20	20	40
	25,000	50,000	30	30	60
	50,000	100,000	50	50	100
	100,000	250,000	75	75	150
	250,000	500,000	100	100	200
	500,000	1,000,000	125	125	250

If the authorized shares exceed \$1,000,000, a \$200 license, fee and a \$200 filing fee-totaling \$400.

To determine the amount of organization, fee payable by a corporation having stock without nominal or par value, but for no other purpose, such shares of stock shall be deemed equivalent to shares having a par value of \$10 each.

File with Corporation Commissioner, Commerce Bldg., 158 12th St N.E., Salem, Oregon 97310.

SP* 66220-814

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
VALLEY LANDFILLS, INC.**

**FILED
AUG 23 1999
SECRETARY OF STATE**

1. The name of the corporation is Valley Landfills, Inc.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE VII. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal-liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article VII, or adoption of any provision of these Articles of Incorporation inconsistent with this Article VII, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article VII and

pertains to any act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VII unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE VIII. INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article VIII shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article VIII shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article VIII shall be considered a contract right between the corporation and the person entitled to indemnity under this Article VIII.

“D. In addition to any rights set forth above in this Article VIII, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

4. The amendments were approved by the shareholders. One thousand shares of the corporation are outstanding, 1,000 votes are entitled to be cast on the amendments, 1,000 votes were cast for the amendments, and no votes were cast against the amendments.

Valley Landfills, Inc.

By: /s/ Gary A. Barton, Vice President
Gary A. Barton, Vice President

**AMENDED AND RESTATED BYLAWS
OF
VALLEY LANDFILLS, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

**OF
VICTORIA LANDFILL TX, LP**

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Victoria Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Victoria Landfill TX, LP as of December 12, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

**STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/12/2001
010636946 — 3467823**

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Victoria Landfill TX, L.P.

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of the general partner(s) is as follows:

Name	Mailing Address
Allied Waste Landfill Holdings, Inc.	18500 North Allied Way Phoenix, Arizona 85054

THIRD: Article IV of the Certificate of Limited Partnership shall be added as follows:

The name and mailing address of the Limited Partnership is as follows:

Name	Mailing Address
Victoria Landfill TX, LP	18500 North Allied Way Phoenix, Arizona 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the certificate of Limited Partnership on this 17th day of November, A.D. 2006.

/s/ Ryan N. Kenigsberg
Ryan N. Kenigsberg, Vice President

By: Allied Waste Landfill Holdings, Inc., its General Partner

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**VICTORIA LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Victoria Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Victoria Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Victoria Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.

2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White, Secretary
Jo Lynn White, Secretary

Allied Waste Systems Holdings,
Inc., a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White, Secretary
Jo Lynn White, Secretary

EXHIBIT A

<u>Names and Addresses of Partners</u>	<u>Percentage Interest</u>
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**AGREEMENT OF LIMITED PARTNERSHIP OF
VICTORIA LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Victoria Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 **Partners.** The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 **Contributions of Partners.** The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 **Limitations Pertaining to Capital Contributions.**

(a) **Return of Capital.** Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) **Liability of Partners.** No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) **No Third Party Rights.** Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) **Withdrawal.** Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White

Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White

Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

The Commonwealth of Massachusetts

JOHN F. X. DAVOREN
Secretary of the Commonwealth
 STATE HOUSE
 BOSTON, MASS. 02133
ARTICLES OF ORGANIZATION
 (Under G. L. Ch. 156B)

NAME (including given name in full)	POST OFFICE ADDRESS
[ILLEGIBLE] Richard M. Vining	66 Gaston Street
Josephine V. Vining	Medford, Massachusetts
David T. Vining	//
Michael P. Vining	//
	//

[ILLEGIBLE] associate ourselves as incorporators with the intention of forming a corporation under the provisions of [ILLEGIBLE], Chapter 156B.

The name by which the corporation shall be known is:

Vining Disposal Service, Inc.

The purposes for which the corporation is formed are as follows:

[ILLEGIBLE] engage and carry on the business of collecting and disposing of waste [ILLEGIBLE] products and refuse of all kinds and description: and in connection herewith to engage in any and all activities in furtherance of and relating [ILLEGIBLE] the said disposal business.

[ILLEGIBLE] buy, hire, own and operate any and all equipment, machinery, tools and [ILLEGIBLE] appliances which may be necessary or incidental in the conduct of the waste disposal business and generally to own, hold and use any and all articles and materials and to engage in all activity incidental and/or useful in the conduct of said business.

[ILLEGIBLE] purchase, hold, sell, mortgage, lease and convey all and any kind of property, [ILLEGIBLE] personal property or real property, insofar as may be necessary or expedient in the conduct of the business of the corporation.

[ILLEGIBLE] carry on in connection with the foregoing any other business or activity advantageous to the business of the corporation: and in general, to do every act and thing and carry on every other business whatsoever convenient or proper for the carrying on of the business of the corporation.

If provisions for which the space provided under Articles 2, 4, 5 and 6 is not sufficient additions should out on continuation sheets to be numbered 2A, 2B, etc. Indicate under each Article where the provision is Continuation sheets shall be on 8¹/₂" x11" paper and must have a left-hand margin 1 inch wide for binding. One side should be used.

3. The total number of shares and the par value, if any, of each class of stock which the corporation is [ILLEGIBLE] to issue is as follows:

CLASS OF STOCK	WITHOUT PAR VALUE NUMBER OF SHARES	WITH PAR VALUE NUMBER OF SHARES	PAR VALUE
Preferred			
Common	100		

*4. If more than one class is authorized, a description of each of the different classes of stock with, if any preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and series now established:

None

*5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of [ILLEGIBLE] are as follows: As referenced on the stock certificates

*6. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporat[ILLEGIBLE] its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its or stockholders, or of any class of stockholders:

None

* If there are no provisions state "None."

The first meeting of the incorporators was duly held on the first day of December, 1973 [ILLEGIBLE] by laws of the corporation were duly adopted and at which the initial directors, president, [ILLEGIBLE] and clerk, whose names are set out below, were duly elected.

[ILLEGIBLE] following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the Corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

66 Gaston Street, Medford, Massachusetts

b. The name residence, and post office address of each of the initial directors and following officers of the corporation elected at the first meeting are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
President: Richard M. Vining	66 Gaston Street, Medford, Massachusetts	
[ILLEGIBLE] President Michael P. Vining	66 Gaston Street, Medford, Massachusetts	
Treasurer: Josephine V. Vining	66 Gaston Street, Medford, Massachusetts	
Assistant Treasurer: David T. Vining	66 Gaston Street, Medford, Massachusetts	
Clerk: Josephine V. Vining	66 Gaston Street, Medford, Massachusetts	
Directors:		
Richard M. Vining	66 Gaston Street, Medford, Massachusetts	
Michael P. Vining	66 Gaston Street, Medford, Massachusetts	
Josephine V. Vining	66 Gaston Street, Medford, Massachusetts	
David T. Vining	66 Gaston Street, Medford, Massachusetts	

c. The date initially adopted on which the corporation's fiscal year ends is: March 31,

d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:

first Tuesday in September

e. The name and business address of the registered agent, if any, of the corporation are: None

IN WITNESS WHEREOF, and under the penalties of perjury, we, the above-named INCORPORATORS, hereto sign our names, this first day of December 1973.

/s/ Richard M. Vining

/s/ Josephine V. Vining

/s/ Michael P. Vining

/s/ David T. Vining



Committer
1/67

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

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ARTICLES OF CONSOLIDATION / MERGER
(General Laws, Chapter 156B, Section 73)

CONSOLIDATION / merger of

(3) Vining Disposal Service, Inc.*

(4) United Acquisition One, Inc.

the constituent corporations, into
(3) Vining Disposal Service, Inc.

~~UNITED ACQUISITION ONE~~ one of the constituent corp.

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of ~~consolidation~~ / merger has been duly adopted in compliance with the requirements of General Laws, Chapter 156B, Section 73, and will be kept as provided by Subsection (d) thereof. The ~~surviving~~ / surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the ~~consolidation~~ / merger determined pursuant to the agreement of ~~consolidation~~ / merger shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing:

3. (For a merger)

*The following amendments to the Articles of Organization of the *surviving* corporation have been effected pursuant to the agreement of merger:

Vining Disposal Service, Inc. amends its Articles of Organization to read as follows: The purpose of this corporation is to engage in non-hazardous waste management as well as any lawful act or activity for which a corporation may be organized under the Massachusetts Business Corporation Law. Notwithstanding the foregoing, the purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the Massachusetts Business Corporation Law.

C
P
M
R.A.

4

*Delete the inapplicable word. **If there are no amendments state "None"
Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet, as long as each article remains such addition is clearly indicated.

(For a consolidation)

(a) The purpose of the resulting corporation is to engage in the following business activities:

(b) State the total number of shares and the par value, if any, of each class of stock which the resulting corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

(c) If more than one class of stock is authorized, state a distinguishing designation for each class and provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of each class and of each series then established.

(d) The restrictions, if any, on the transfer of stock contained in the agreement of consolidation are:

(e) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

4. The information contained in Item 4 is not a permanent part of the Articles of Organization of the ~~resulting / surviving~~ corporation.

(a) The street address of the ~~resulting / surviving~~ corporation in Massachusetts is: *(post office boxes are not acceptable)*

CT Corporation System, 2 Oliver St., Boston, MA 02109

(b) The name, residential address, and post office address of each director and officer of the ~~resulting / surviving~~ corporation is:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Robert Deak	2 Overlook Way, Setäuket, NY	11733
Treasurer:	G. Thomas Rochford, Jr.	9550 E. Thunderbird #267,	Scottsdale AZ 85260
Clerk:	G. Thomas Rochford, Jr.		
Directors:	G. Thomas Rochford, Jr.		

(c) The fiscal year (i.e. tax year) of the ~~resulting / surviving~~ corporation shall end on the last day of the month of:

December

(d) The name and business address of the resident agent, if any, of the ~~resulting / surviving~~ corporation is:

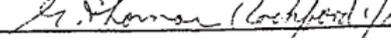
CT Corporation System, 2 Oliver St., Boston, MA 02109

The undersigned officers of the several constituent corporations listed above further state under the penalties of perjury as to their respective corporations that the agreement of consolidation / merger has been duly executed on behalf of such corporation and duly approved by the stockholders of such corporation in the manner required by General Laws, Chapter 156B, Section 78.



_____, ~~President / Assistant President~~

Robert Deak



_____, ~~Clerk / Assistant Clerk~~

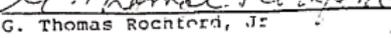
G. Thomas Rochford, Jr.

of Winning Disposal Services, Inc.
(Name of constituent corporation)



_____, ~~President / Assistant President~~

Robert Deak



_____, ~~Clerk / Assistant Clerk~~

G. Thomas Rochford, Jr.

of Allied Acquisition One, Inc.
(Name of constituent corporation)

*Delete the inapplicable words.

(MASS - 104B)

THE COMMONWEALTH OF MASSACHUSETTS

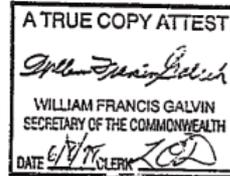
ARTICLES OF ~~CONSOLIDATION~~ / MERGER 10 FEB -5 PM 1:24
(General Laws, Chapter 156B, Section 73)

I hereby approve the within Articles of ~~Consolidation~~ / Merger and
the filing fee in the amount of \$ 250.00, having been paid,
said articles are deemed to have been filed with me this 5th
day of FEBRUARY, 19 78.

Effective date: _____

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth



TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

ALLIED WASTE INDUSTRIES, INC.
15220 N. Greenway / Hayden Loop, Suite 100
Scottsdale, Arizona 85260 Attn: Secretary
Telephone: 602-423-2246

VINING DISPOSAL SERVICE, INC.BY-LAWSARTICLE I - Stockholders

1. Place of Meetings. All meetings of the stockholders shall be held either at the principal office of the corporation or at such other place in the United States as is determined by the Board of Directors and stated in the notice.
2. Annual Meetings. The annual meeting of the stockholders entitled to vote shall be held at 10 o'clock in the forenoon (or at such other time as is determined by the Board of Directors and stated in the notice) on the first Tuesday in September after the end of each fiscal year, if such day is not a legal holiday, and if a legal holiday, then on the next succeeding day that is not a Saturday, Sunday or legal holiday. Purposes for which an annual meeting is to be held, additional to those prescribed by law, by the Articles of Organization and by the By-Laws, may be specified by the President, the Treasurer or the Board of Directors, or upon written application delivered to the Clerk not less than twenty (20) days before the date of the meeting, by one or more stockholders who are entitled to vote and who hold at least one-tenth part in interest of the capital stock entitled to vote at the Meeting.

If such annual meeting is not held on the date fixed, or by adjournment therefrom, a special meeting of the stockholders shall be held in place thereof, and any business transacted or elections held at such special meeting shall have the same force and effect as if transacted or held at the annual meeting. Any such special meeting shall be called as provided in Section 3 of this Article I.

3. Special Meeting. Special meetings of the stockholders entitled to vote may be called by the President, the Treasurer or the Directors, and shall be called by the Clerk, or in case of the death, absence, incapacity or refusal of the Clerk, by any other officer, upon written application of one or more stockholders who are entitled to vote and who hold at least one-tenth part in interest of the capital stock entitled to vote at the meetings. The call for the meeting shall state the day, hour, place and purposes of the meeting.

4. Notice of Meetings. A written notice of every meeting of stockholders, stating the place, date and hour thereof, and the purposes for which the meeting is called, shall be given by the Clerk or other person calling the meeting, at least seven days before the meeting, to each stockholder entitled to vote thereat and to each stockholder who, under the Articles of Organi-

zation or By-Laws, is entitled to such notice, by leaving such notice with him, or at his usual place of business or residence, or by mailing it postage prepaid and addressed to him at his address as it appears upon the books of the corporation. Whenever notice of a meeting of the stockholders is required to be given to any stockholder, a written waiver thereof, executed before or after the meeting by such stockholder or his attorney thereunto authorized and filed with the records of the meeting, shall be deemed equivalent to such notice.

Every stockholder who is present at a meeting (whether in person or by proxy) shall be deemed to have waived notice thereof; provided, however, that in the absence of his waiver in writing, a stockholder may expressly reserve his objection to the transaction of any business as to which requisite notice was not given to him and on which he does not vote.

5. **Quorum of Stockholders.** The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting shall constitute a quorum, except that, if two or more classes of stock are outstanding and entitled to vote as separate classes, then in the case of each such class, a quorum shall consist of the holders of a majority in interest of the stock of that class Issued, outstanding and entitled to vote.

6. Adjournments. Any meeting of the stockholders may be adjourned to any other time and to any other place by the stockholders present or represented at the meeting, although less than a quorum, or by any officer entitled to preside or to act as clerk of such meeting if no stockholder is present. It shall not be necessary to notify any stockholder of any adjournment. Any business which Could have been transacted at any meeting of the stockholders as originally called may be transacted at any adjournment thereof.

7. Votes and Proxies. At all meetings of the stockholders, each stockholder shall have one vote for each share of stock having voting power registered in such stockholder's name, and a proportionate vote for a fractional share, unless otherwise provided by the Articles of Organization or in the By-Laws. Scrip shall not carry any right to vote unless otherwise provided therein; but if scrip provides for the right to vote, such voting shall be on the same basis as fractional shares. Absent stockholders may vote by proxy. No proxy which is dated more than six months before the meeting; named therein shall be accepted, and no proxy shall be valid after the final adjournment of such meeting. Proxies need not be sealed or attested. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the

contrary from any one of them. A proxy purporting to be executed by on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise.

8. Action at Meeting. When a quorum is present, the holders of a majority of the stock present or represented and voting on a matter (or if there are two or more classes of stock entitled to vote as separate classes, then in the case of each such class, the holders of a majority of the stock of that class present or represented and voting on a matter), except where a larger vote is required by law, the Articles of Organization or these By-Laws, shall decide any matter to be voted on by the stockholders. Any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote at the election. No ballot shall be required for such election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election. The corporation shall not directly or indirectly vote any share of its stock.

9. Action without Meeting. Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

ARTICLE II — Officers and Directors

1. Elections. The corporation shall have a Board of Directors consisting of such number as may be fixed by the stockholders, a President, a Treasurer and a Clerk. At each annual meeting, the stockholders shall fix the number of Directors to be elected, and shall elect the Board of Directors, the Treasurer and the Clerk. At any meeting, the stockholders may increase or decrease the number of Directors within the limits above specified. The Board of Directors may, from time to time, elect or appoint such other officers as it may determine, including a Chairman of the Board, one or more Vice-Presidents, one or more Assistant Treasurers, one or more Assistant Clerks, and a Secretary.

No officer or director need be a stockholder. The President and Chairman of the Board shall be elected by and from the Board of Directors, but no other officer need be a director. Two or more offices may be held by any person.

If required by vote of the Board of Directors, an officer shall give bond to the corporation for the faithful performance of his duties, in such form and amount and with such sureties as the Board of Directors may determine. The premiums for such bonds shall be paid by the corporation.

2. Tenure. The Treasurer, the Clerk and each Director shall hold office until the next annual meeting of the stockholders and until his successor is elected and qualified or until he sooner dies, resigns, is removed or becomes disqualified. Each other officer shall hold office until the first meeting of the Board of Directors following the next annual meeting of the stockholders and until his successor is elected or appointed and qualified, or until he dies, resigns, is removed or becomes disqualified. Any director or officer may resign by giving written notice of his resignation to the Chairman of the Board, President, Clerk or Secretary, or to the Board of Directors at a meeting of the Board, and such resignation shall become effective at the time specified therein. Any Director and any officer elected by the stockholders may at any time be removed with or without cause by the affirmative vote of the holders of a majority in interest of the capital stock issued and outstanding and entitled to vote; provided, that Directors of a class elected by a particular class of stockholders may be removed only by the affirmative vote of the holders of a majority in interest of the stock of such class. Any other officer may at any time be removed with or without cause by vote of the Board of Directors. A Director or officer may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

3. Vacancies. Any vacancy in the office of Director or in any other office held by a person elected by the stockholders may be filled by the stockholders at a meeting called for the purpose. Pending action by the stockholders, a vacancy in any office (including a vacancy in the office of Director) may be filled by vote of the Board of Directors or by appointment by all of the if less than a quorum shall remain in office. During the absence of inability to act of any officer, the Board of Directors may by vote appoint a person to perform the duties of such officer subject, however, to the right of the stockholders to supersede such appointment with respect to an officer elected by the stockholders.

ARTICLE III — Board of Directors

1. Powers. The Board of Directors may exercise all the powers of the corporation except such as are required by law or by the Articles of Organization or By-Laws to be otherwise exercised, and shall have the general direction, control and management of the property and business of the corporation. All property of the corporation, which shall be in the custody of the Board of Directors, shall be subject at all times to inspection by the President and the Treasurer or either of them. Unless otherwise provided by law, the Board of Directors shall have power to purchase and to lease, pledge, mortgage and sell such property (including the stock of this corporation) and

to make such contracts and agreements as they deem advantageous, to fix the price to be paid for or in connection with any property or rights purchased, sold, or otherwise dealt with by the corporation, to borrow money, issue bonds, notes and other obligations of the corporation, and to secure payment thereof by the mortgage or pledge of all or any part of the property of the corporation. The Board of Directors may determine the compensation of Directors and the compensation and duties, in addition to those prescribed by the By-Laws, of all officers, agents and employees of the corporation.

2. Meetings. Meetings of the Directors need not be held in the state of incorporation.

(a) Regular Meetings. Regular meetings of the Board of Directors may be held without call or notice at such places and at such times as the Directors may from time to time determine, provided that any Director who is absent when such determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without a call or notice at the same place as the annual meeting of the stockholders, or the special meeting held in lieu thereof, following such meeting of stockholders.

(b) Special Meeting. Special Meetings of the Board of Directors may be called by the Chairman of the Board, the President, a Vice-President, the Treasurer or any two or more Directors. Notice of the time and place of all special meetings shall be given by the Secretary or the officer or Directors calling the meeting. Notice may be given orally, by telephone, telegraph or in writing; and notice shall be sufficient if given in time to enable the Director to attend, or in any case if sent by mail or telegraph at least three days before the meeting, addressed to a Director's usual or last known place of business or residence. No notice of any meeting of the Board of Directors need be given to any Director if such Director, by a writing filed with the records of the meeting (and whether executed before or after such meeting), waives such notice, or if such Director attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

3. Quorum of and Action by Directors. At any meeting of the Board of Directors a majority of the number of Directors then constituting a full Board shall constitute a quorum, but a lesser number may adjourn any meeting from time to time without further notice. Unless otherwise provided by law or by the Articles of Organization or by the By-Laws, business may be transacted by vote of a majority of the Directors then present

at any meeting at which there is a quorum. Unless otherwise provided by law or by the Articles of Organization or by the By-Laws, any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of Directors. Such consents shall be treated for all purposes as a vote at a meeting.

4. Committees of Directors. The Board of Directors may, by vote of a majority of the number of Directors then constituting a full Board, elect from its membership an Executive Committee and such other committees as it may determine and delegate to any such committee or committees some or all of its powers except those which, by law, the Articles of Organization or these By-Laws, it is prohibited from delegating. Except as the Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as may be in the manner as is provided by these By-laws for the Directors.

ARTICLE IV — Executive Offices

1. Chairman of the Board. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors, and shall have such authority and perform such duties as the Board of Directors may from time to time determine.

2. President and Vice Presidents. Except for meetings at which the Chairman of the Board, if any, presides in accordance with Section 1 of this Article IV, the President shall, if present, preside at all meetings of stockholders and of the Board of Directors. He shall, subject to the control and direction of the Board of Directors, have general supervision and control over the business of the corporation, except as otherwise provided by the By-Laws; and he shall have and perform such other powers and duties as may be prescribed by the By-Laws or from time to time be determined by the Board of Directors. The Vice Presidents, in the order of their election, or in such other order as the Board of Directors may determine by specific vote or by title, shall have and perform the powers and duties of the President (or such of them as the Board of Directors may determine) whenever the President is absent or unable to act. The Vice Presidents shall also have such other powers and duties as may from time to time be determined by the Board of Directors.

3. Treasurer and Assistant Treasurers. The Treasurer shall, subject to the control and direction of the Board of Directors, have and perform such powers and duties as may be prescribed in the By-Laws or from time to time be determined by the Board of Directors. He shall have custody of all moneys, obligations, contracts and other valuable documents of the corporation except his own bond and the record books, and shall collect all moneys from time to time due and owing to the corporation and disburse the same pursuant to the contracts and obligations of the corporation or the order of the Board of Directors or Stockholders. He shall have custody of the stock and transfer books of the corporation, unless and until a transfer agent is appointed, and shall keep accurate books of account of all the transactions of the corporation. All property of the corporation in his custody shall be subject at all times to the inspection and control of the Board of Directors. Unless otherwise voted by the Board of Directors, each Assistant Treasurer shall have and perform the powers and duties of the Treasurer whenever the Treasurer is absent or unable to act, and may at any time exercise such of the powers of the Treasurer, and such other powers and duties, as may from time to time be determined by the Board of Directors.

4. Clerk and Assistant Clerks. The Clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. He shall have and perform the powers and duties prescribed in the By-Laws, and such other powers and duties as may from time to time be determined by the Board of Directors. He shall attend all meetings of the stockholders and shall record upon the record book of the proceedings at such meetings. He shall have custody of the record books of the corporation. Any Assistant Clerk shall have such powers as the Directors may from time to time designate. In the absence of the Clerk from any meeting of stockholders, an Assistant Clerk, if one be elected, otherwise a Temporary Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk.

5. Secretary. The Board of Directors may elect a Secretary, but if no Secretary is elected, the Clerk (or, in the absence of the Clerk, any Assistant Clerk) shall be the Secretary. The Secretary shall attend all meetings of the Directors and shall record all votes of the Board of Directors and minutes of the proceedings at such meetings. He shall notify the Directors of their meetings, and shall and perform such other powers and

duties as may from time to time be determined by the Board of Directors. If a Secretary is elected but is absent from any such meeting, the Clerk (or any Assistant Clerk) may perform the duties of the Secretary; otherwise, a Temporary Secretary may be appointed by the meeting.

ARTICLE V — Capital Stock

1. Certificates of Stock. Each stockholder shall be entitled to a certificate of the capital stock of the corporation owned by him. All certificates for shares of stock of the corporation shall state the number and class of shares evidenced thereby (and designate the series, if any), shall be signed by the President or a Vice-President and either the Treasurer or an Assistant Treasurer, may (but need not) bear the seal of the corporation and shall contain such further statements as shall be required by law. The Board of Directors may determine the form of certificates of stock except insofar as prescribed by law or by the By-Laws, and may provide for the use of facsimile signature thereon to the extent permitted by law. If the corporation is authorized to issue more than one class or series of stock, every stock certificate issued while it is so authorized shall be set forth upon the face or back thereof either:

(a) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class end series, if any, authorized to be issued as set forth in the Articles of Organization; or

(b) a statement of the existence of such preferences, powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

2. **Transfers.** The transfer of all shares of stock in the corporation shall be subject to the restrictions, if any, imposed by the Articles of Organization, the By-Laws or any agreement to which the corporation is a party. Every certificate for shares which are subject to any such restrictions on transfer shall have the restrictions noted conspicuously on the certificate and shall also set forth upon the face or back thereof either the full text of the restriction or a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge. Subject to any such restrictions, title to a certificate of stock and to the shares represented thereby shall be transferable on the books of the corporation (except when closed as provided by the By-Laws) upon surrender of the certificates therefor duly endorsed, or accompanied by a separate document containing an

assignment of the certificate or a power of attorney to sell, assign or transfer the same, or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby, with all such endorsements or signatures verified if required by the corporation; but the person registered on the books of the corporation as the owner of the shares shall have the exclusive right to receive dividends thereon and to vote thereon as such owner, shall be held liable for such calls and assessments as may lawfully be made thereon, and except only as may be required by law, may in all respects be treated by the corporation as the exclusive owner thereof. It shall be the duty of each stockholder to notify the corporation of his post office address.

3. Fixing Record Date. The Board of Directors may fix in advance a time of not more than sixty days preceding the date of any meeting of stockholders or the date for payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof, or the right to receive such dividend or distribution, or the right to give such consent or dissent, and in such case, only stock-

holders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date; or without fixing such record date the Board of Directors may, for any such purposes, close the transfer books for all or any part of such sixty-day period.

If no record date is fixed and the transfer books are not closed:

(a) the record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given.

(b) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors acts with respect thereto.

4. Lost Certificates. In case any certificate of stock of the corporation shall be lost or destroyed, a new certificate may be issued . in place thereof on reasonable evidence of such loss or destruction, and upon the giving of such indemnity as the Board of Directors may require for the protection of the corporation or any transfer agent or registrar. In case any certificate shall be mutilated, a new certificate may be issued in place thereof upon such terms as the Board of Directors may prescribe.

5. Issue of Stock. Unless otherwise voted by the incorporators or stockholders, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of any capital stock of the corporation held in its treasury may be issued or disposed of by vote of the Board of Directors in such manner, for such consideration and on such terms as the Board of Directors may determine.

6. Dividends. Subject to any applicable provisions of the Articles of Organization and pursuant to law, dividends upon the capital stock of the corporation may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors may from time to time, in the absolute discretion of the Board, think proper as a reserve fund to meet contingencies, for equalizing dividends, for repairing or maintaining any property of the corporation, for working capital or for such other purposes as the Board of Directors shall think conducive to the interests of the corporation,

ARTICLE VI— Miscellaneous Provisions

1. Fiscal Year. The fiscal year of the corporation shall end on the last day of March.
2. Seal. The seal of the corporation shall bear its name, the word “Massachusetts” and the year of its incorporation; and may bear such other device or inscription as the Board of Directors may determine.
3. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations for payment of money made, accepted or endorsed by the corporation shall be executed on behalf of the corporation by such person, or persons, as may be authorized from time to time by vote of the Board of Directors.
4. Contributions. The Board of Directors shall have authority to make donations from the funds of the corporation, in such amounts as the Board of Directors may determine to be reasonable and irrespective of corporate benefit, for the public welfare or for community fund, hospital, charitable, religious, educational, scientific, civic or similar purposes, and in time of war or other natural emergency in aid thereof.
5. Evidence of Authority. A certificate by the Clerk, an Assistant Clerk or the Secretary, or a Temporary Clerk or Temporary Secretary as to any action taken by the stockholders,

Board of Directors, any Committee of the Board of Directors or any officer or representative of the corporation shall, as to all persons who rely thereon in good faith, be conclusive evidence of such action. The exercise of any power which, by law or under these By-Laws or under any vote of the stockholders or of the Board of Directors, may be exercised in case of absence or any other contingency, shall bind the corporation in favor of anyone relying thereon in good faith, whether or not the absence or contingency existed.

6. Indemnification of Officers and Directors. The corporation shall indemnify and hold harmless each person, now or hereafter an officer or Director of the corporation, from and against any and all claims and liabilities to which he may be or become subject by reason of his being or having been an officer or a Director of the corporation or by reason of his alleged acts or omissions as an officer or Director of the corporation, and shall indemnify and reimburse each such officer and Director against and for any and all legal and other expenses reasonably incurred by him in connection with any such claims and liabilities, actual or threatened, whether or not at or prior to the time when so indemnified, held harmless and reimbursed he has ceased to be an officer or a Director of the corporation, except with respect to any matter as to which such officer or Director

shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the corporation; provided, however, that prior to such final adjudication the corporation may compromise and settle any such claims and liabilities and pay such expenses, if such settlement or payment or both appears, in the judgment of a majority of those members of the Board of Directors who are not involved in such matters, to be for the best interest of the corporation as evidenced by a resolution to that effect adopted after receipt by the corporation of a written opinion of counsel for the corporation, that, based on the facts available to such counsel, such officer or Director has not been guilty of acting in a manner that would prohibit indemnification.

Such indemnification may include payment by the corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under this section.

The corporation shall similarly indemnify and hold harmless persons who serve at its request as directors or officers of another organization in which the corporation owns shares or of which it is a creditor.

The right of indemnification herein provided shall be in addition to and not exclusive of any other rights to which any officer or Director of the corporation, or any such persons who serve at its request as aforesaid, may otherwise be lawfully entitled. As used in this Section 6, the terms "officer" and "Director" include their respective heirs, executors and administrators.

7. Definitions. All references in the By-Laws to the following terms shall have the following meanings unless specifically otherwise provided:

By-Laws — These By-Laws, as altered or amended from time to time.

Articles of Organization — The Articles of Organization as amended from time to time.

Number of Directors then Constituting a Full Board — The number of Directors last fixed by the incorporators or stockholders pursuant to Section 1 of Article II of the By-laws.

Annual Meeting of Stockholders — Either the annual meeting of the stockholders held on the date fixed therefor, or if it is not held on such fixed date, a special meeting held in place thereof.

In addition, whenever the masculine gender is used, it shall include the feminine and the neuter wherever appropriate.

ARTICLE VII — Reimbursement by Officers

Any payments made to an officer of the corporation such as a salary, commission, bonus or expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been repaid.

ARTICLE VIII — Amendments

These By-Laws may be altered, amended or repealed, in whole or in part, at any annual or special meeting by vote of the holders of a majority in interest of all stock issued and outstanding and entitled to vote. No change in the date of the annual meeting may be made within sixty (60) days before the date fixed in these By-Laws for such meeting. The nature or substance of the proposed alterations, amendment or repeal shall be stated in the notice of the meeting.

A true copy.

ATTEST:

/s/ Josephine V. Vining
JOSEPHINE V. VINING

Clerk

Dated: December 20, 1976

VINING DISPOSAL SERVICE, INC.

CONSENT OF STOCKHOLDERS
WITHOUT A MEETING

December 23, 1986

The undersigned, being the holders of all the common stock of VINING DISPOSAL SERVICE, INC., a Massachusetts corporation, do hereby consent to the following actions which shall constitute a Special Meeting of Stockholders:

The ratification, adoption and approval of the following votes:

- VOTED: That the Proposed Amendment to the By-Laws, attached hereto as Exhibit "A," be adopted and approved, and declared effective forthwith.
- VOTED: That the current number of Directors be changed from three (3) to four (4) until the next annual or special meeting of Stockholders wherein the number of Directors may be fixed or changed in accordance with the By-Laws.
- VOTED: That Vincent Piro be elected to serve as a Director of the corporation until the next annual meeting or until a successor is duly elected and qualified.

Dated:

/s/ David T. Vining

David T. Vining

/s/ Michael P. Vining

Michael P. Vining

EXHIBIT "A"

PROPOSED AMENDMENT TO THE BY-LAWS OF
VISING DISPOSAL, INC.

[To be Adopted By Vote Of The Stockholders]

That the By-Laws of this corporation be amended so as to permit the Stockholders of the Corporation to change the number of Directors to be elected.

This Amendment shall be effected by inserting after the second sentence in Paragraph 1 of Article II of said By-Laws the following sentence:

A special meeting of stockholders may be called at any time for the purpose of changing the number of Directors which composes the Board of Directors.

**PARTNERSHIP AGREEMENT
OF
WARRICK COUNTY DEVELOPMENT COMPANY**

This Partnership Agreement is entered into as of July 30, 2004, between Allied Waste North America, Inc., a Delaware corporation, and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Warrick County Development Company, an Indiana general partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans (" Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs “nonrecourse deductions” or “partner nonrecourse deductions,” or if there is any change in the Partnership’s “ Minimum gain,” as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership’s business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership’s business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the “ tax matters partner” pursuant to the Code, and the tax matters partner shall coordinate with the Partnership’s accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge,

hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally

or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

“Act” means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Partnership Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code ' 704(b) and Regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“**Regulations**” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.
a Delaware corporation

By: /s/ D.W. Slager
By: Vice President, Operations

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

Its: /s/ D.W. Slager
Its: President

EXHIBIT A

<u>Names and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Allied Waste North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260		99%
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260		1%

\$127.00
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UT. DIV. of CORP. & COMM. CODE

ARTICLES OF INCORPORATION
OF
WASATCH REGIONAL LANDFILL, INC.

Pursuant to the provisions of the Utah Business Corporation Act, the undersigned incorporator submits the following articles of incorporation.

FIRST: The name of the corporation is: Wasatch Regional Landfill, Inc.

SECOND: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Utah Business Corporation Act.

THIRD: The number of shares the corporation is authorized to issue is 1,000 common shares at \$.01 par value.

FOURTH: The name and address of the incorporator is:

Jo Lynn White
15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260

The powers of the incorporator shall terminate upon filing of this Certificate of Incorporation.

FIFTH: The street address of the initial registered office of the corporation is c/o C T Corporation System, 50 West Broadway, Salt Lake City, Utah 84101, and the name of its initial registered agent at that office is C T Corporation System.

SIXTH: The names and addresses of the persons who are to serve as initial directors are:

Donald W. Slager
James E. Gray
Thomas P. Martin
15880 N Greenway-Hayden Loop, #100
Scottsdale, AZ 85260

IN WITNESS WHEREOF, the undersigned have executed these Articles of Incorporation in duplicate this 2nd day of April, 2004, and say

Date	04/02/2004
Receipt Number:	1122197
Amount Paid:	\$ 979.00

That they are the incorporator herein; that they have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of their knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters they believe to be true.

/s/ Jo Lynn White
Jo Lynn White, Incorporator

C T Corporation System having been designated to act as registered agent, hereby agrees to act in this capacity.

C T Corporation System

By /s/ Terrie L. Bates
Terrie L. Bates, Assistant Secretary

**BYLAWS
OF
WASATCH REGIONAL LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death,

resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or

transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of

Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may

give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is

required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the

absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
OCT 26 1971
FRANK J. HEALY
CORPORATION COMMISSIONER

ARTICLES OF INCORPORATION
OF
PELTIER ENTERPRISES, INC.

The undersigned, being of legal age and desirous of forming a corporation under the Oregon Business Corporation Act, adopts the following written Articles of Incorporation, in duplicate:

ARTICLE I

The name of this corporation is:

PELTIER ENTERPRISES, INC.

ARTICLE II

The duration of this corporation is perpetual.

ARTICLE III

This corporation is organized for the purpose of engaging in any lawful activity for which corporations may be organized under Chapter 57 of the Oregon Revised Statutes.

ARTICLE IV

The total number of shares which this corporation shall have the authority to issue is 10,000,000 shares of common stock, \$1.00 par value.

All stock shall be issued under the requirements of Section 1244 of the Internal Revenue Code of 1954, as amended, so as to qualify thereunder as Small Business Corporation stock.

The corporation may issue and sell its shares for such consideration as, from time to time, may be fixed by the Board of Directors.

ARTICLE V

No shareholder of this corporation shall have any preemptive or other preferential right to purchase or subscribe for any shares of any class of stock of this corporation whether now or hereafter authorized or to any treasury shares offered for sale by the corporation or to any obligations convertible into stock of the corporation, issued or sold, nor any right of subscription to any thereof, other than such, if any, as the Board of Directors, in its discretion from time to time may determine, and at such price as the Board of Directors may from time to time fix, regardless of whether the issue or sale of any such share shall adversely effect said shareholder's proportion of voting power.

ARTICLE VI

No contract or other transaction between this corporation and any other corporation shall be affected by the fact that any director of this corporation is interested in, or is a director or officer of, such other corporation, and any director, individually or jointly, may be a party to, or may be interested in, any contract or transaction of this corporation or in which this corporation is interested; and no contract, or other transaction of this corporation with any person, firm or corporation, shall be affected by the fact that any director of this corporation is a party to, or is interested in, such contract, act or transaction, or is in any way connected with such person, firm or corporation, and every person who may become a director of this corporation is hereby relieved from any liability that might otherwise exist from contracting with the corporation for

the benefit of himself or any firm, association or corporation in which he may be in any way interested.

ARTICLE VII

The first Board of Directors shall consist of three members whose names and post office addresses are:

Name	Address
Doris Jean Peltier	6711 S. W. Canyon Road #74 Portland, Oregon 97225
Arlyne A. Dudley	2160 N. W. Johnson #5 Portland, Oregon 97210
Lee Davis Kell	2816 N. E. 19th Portland, Oregon 97212

ARTICLE VIII

The corporation shall indemnify any and all persons who may serve or who have served at any time as directors or officers, or who at the request of the Board of Directors of the corporation may serve or at any time have served as directors or officers of another corporation in which the corporation at such time owned or may own shares of stock or of which it was or may be a creditor, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or officer of the corporation, or of such other corporation, except in relation to matters as to which any such director or officer or former director or

officer or person shall be adjudged in any action, suit or proceeding to be liable for his own negligence or misconduct in the performance of his duty. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of stockholders or otherwise.

ARTICLE IX

Each share of capital stock of this corporation, after the amount of the subscription price thereof has been fully paid in, shall be nonassessable and shall not be subject to assessment to pay the debts of the corporation.

ARTICLE X

The registered agent of this corporation for service of process is Lee Davis Kell, whose address is 1107 Commonwealth Building, Portland, Oregon 97204, and said address is the registered office of this corporation.

ARTICLE XI

The name and post office address of the incorporator is as follows: Lee Davis Kell, 1107 Commonwealth Building, Portland, Oregon 97204.

I, the undersigned incorporator, declare under penalties of perjury that I have examined the foregoing and to the best of my knowledge and belief, it is true, correct and complete.

Dated: October 20th, 1971.

/s/ ILLEGIBLE

FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
APR 16 1973
FRANK J. HEALY
CORPORATION COMMISSIONER

ARTICLES OF AMENDMENT
OF
PELTIER ENTERPRISES, INC.

Pursuant to ORS 57.360(1), a majority of the shareholders of the corporation entitled to vote thereon adopt the following Articles of Amendments

1. The name of the corporation prior to this amendment is:

PELTIER ENTERPRISES, INC.

2. The following amendments of the Articles of Incorporation were adopted by the shareholders on April 6, 1973.

"ARTICLE I

The name of this corporation is:

WASTE CONTROL SYSTEMS, INC."

"ARTICLE V

A. Authorized Capital

The total number of shares which this corporation shall have authority to issue is 15,000,000 shares, divided into 10,000,000 shares of common stock, \$1.00 par value, and 5,000,000 shares of No Par Serial Preferred Stock.

B. No Par Serial Preferred Stock

1. The No Par Serial Preferred Stock shall have no voting rights and the exclusive voting power shall be vested in the holders of the common stock.

2. The No Par Serial Preferred Stock shall entitle the holders thereof to receive out of surplus of the corporation a noncumulative dividend at a rate established by the Board of Directors for each series and payable at such times as established by the Board of Directors, before any dividend shall be set apart or paid on the common stock for such year, and the remainder of the surplus applicable to the payment of dividends shall be distributed as dividends among the holders of the common stock, as and then the Board of Directors determines.

3. In the case of liquidation, dissolution or distribution of the assets of the corporation, the holders of the No Par Serial Preferred Stock shall be paid the portion of the consideration received for the issuance of such shares as has been allocated to stated capital by the Board of Directors for each series of No Par Serial Preferred Stock before any amount shall be payable to the holders of the common stock; and after the payment of the amount allocated to stated capital to the

holders of the No Par Serial Preferred Stock, the balance of the assets and funds of the corporation shall be distributed wholly among the holders of the common stock.

4. The No Par Serial Preferred Stock may be convertible into shares of any other class of stock or into any shares of any series of the same or any other class provided such class or series does not have prior or superior rights and preferences as to dividends or distribution of assets upon liquidation, and provided that the part of the stated capital of the corporation represented by the No Par Serial Preferred Stock to be converted is at the time of the conversion at least equal to the aggregate par value or stated value of the shares into which the shares of No Par Serial Preferred Stock are to be converted. The convertibility of any series of No Par Serial Preferred Stock shall be determined by the Board of Directors at the time of the issuance of such series.

5. The Board of Directors shall have authority by resolution to divide the No Par Serial Preferred Stock into series with a separate designation for each series so as to distinguish the shares of each series from the shares of all other series. The Board of Directors, by resolution, are authorized to establish and fix and determine the variations in the relative rights and preferences as between series, provided all shares of the No Par Serial Preferred Stock shall have identical relative rights and preferences except in the following relative rights and preferences:

- a. The rate of dividend.
- b. Whether shares can be redeemed, and, if so, the redemption price and the terms and conditions of redemption.
- c. The amount payable upon shares in event of voluntary or involuntary liquidation.
- d. Sinking fund provisions, if any, for the redemption or purchase of shares.
- e. The terms and conditions, if any, on which shares may be converted.

C. Small Business Corporation Stock

All stock shall be issued under the requirements of Section 1244 of the internal Revenue Code of 1954, as amended, so as to qualify thereunder, if possible, as small business corporation stock.

D. Consideration for Shares

The corporation may issue and sell its shares for such consideration as, from time to time, may be determined by the Board of Directors.”

3. At the time of the adoption of these amendments, 600,000 shares were outstanding, 600,000 were entitled to vote

thereon, 598,704 voted for the amendments and none against.

We, the undersigned, declare under the penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

Dated: April 11, 1973.

PELTIER ENTERPRISES, INC.

By: /s/ Robert E. Bunn

Robert E. Bunn
Vice President

By: /s/ Lee Davis Kell

Lee Davis Kell
Asst. Secretary

FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
AUG 18 1974
FRANK J. HEALY
CORPORATION COMMISSIONER

12b-B Articles of Amendment-(ILLEGIBLE)
7-71 Submit in duplicate

Articles of Amendment
of

WASTE CONTROL SYSTEMS, INC.
(Present (not new) Corporate Name)

Pursuant to ORS 57.360(1), a majority of the shareholders of the corporation entitled to vote thereon adopt the following Articles of Amendment:

1. The name of the corporation prior to this amendment is:

WASTE CONTROL SYSTEMS, INC.

2. The following amendment of the Articles of Incorporation was adopted by the shareholders on August 1, 1974:

(The article or articles being amended should be set forth in full as they will be amended to read.)

Paragraph A of Article V shall be amended to read as follows:

“ARTICLE V

A. Authorized Capital.

The total number of shares which this corporation shall have authority to issue is 15,000,000 shares, divided into 10,000,000 shares of common stock, no par value; and 5,000,000 shares of no par Serial Preferred Stock.”

3. Indicate total number of shares which, at time of adoption of amendment, were outstanding 480,000; entitled to vote thereon 480,000; voted for amendment 480,000; voted against amendment 480,000.

4. If the shares of any class were entitled to vote on such amendment as a class, designate the number of outstanding shares entitled to vote thereon and the number of shares of each such class voted for and against such amendment:

n/a

Class	Number of Shares Outstanding and Entitled to Vote	For	Number of Shares Voted	Against
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5. If amendment provides for an exchange, reclassification or cancellation of issued shares, and the manner in which the same shall be effected is not otherwise set forth herein, the exchange, reclassification or cancellation shall be effected as follows: All issued and outstanding stock of the corporation (480,000 shares of common stock \$1.00 par value) shall be exchanged for 480,000 shares of common stock, no par value.

6. If amendment effects a change in amount of stated capital, the amount of stated capital as changed is \$_____Change effected as follows:

no change

We, the undersigned, declare under the penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

/s/ Robert E. Bunn
Vice President

and

/s/ Lee Devis Kell
Asst. Secretary

Dated August 1 , 1974

FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
NOV 18 1975
FRANK J. HEALY
CORPORATION COMMISSIONER

ARTICLES OF MERGER
OF
WASTE CONTROL SYSTEMS, INC.
and
DALLAS GARBAGE DISPOSAL CO.
ARTICLE I

The Plan of Merger is as follows:

1. The merger shall become effective upon the approval of the Plan of Merger by the members of the Board of Directors and shareholders of both Waste Control Systems, Inc. (WCSI) and Dallas Garbage Disposal Co. (Dallas), and upon the filing of Articles of Merger with the Corporation Commissioner for the State of Oregon; provided, the Articles of Merger shall not be filed until the transfer of the solid waste collection franchises owned by Dallas has been approved by the respective governments. WCSI shall survive the merger.
2. The merger shall be pursuant to ORS 57.455 through 57.480 and Section 368(a)(1)(A) and the Internal Revenue Code of 1954, as follows:
 - a. All of the assets of Dallas will be transferred to WCSI.
 - b. WCSI will assume all liabilities and obligations of Dallas.
 - c. The stock of Dallas will be cancelled and WCSI will issue to each of the Dallas shareholders 14,697 shares of

its \$1.00 par value common stock.

d. Dallas will cease to exist.

3. WCSI will continue all of the activities of Dallas including the operation of its solid waste collection franchises.

4. The Articles of Incorporation and Bylaws of WCSI will not be amended.

5. The officers and directors of WCSI shall remain the same except that John W. Condon will be elected a vice president and a member of its Board of Directors, and shall remain an officer and director as long as he is a shareholder of WCSI.

6. Dallas warrants that its financial statements dated September 30, 1975, as provided to WCSI fairly represent the financial position of Dallas and include a complete list of the assets and liabilities of Dallas including encumbrances and contingent liabilities.

7. Following the date of this Plan of Merger and until the Articles of Merger are filed with the Corporation Commissioner for the State of Oregon, Dallas will not enter into any transaction other than in the ordinary course of its business, unless it obtains the prior consent of WCSI, including but not limited to the purchase or sale of any assets, incurring any liability, contingent or otherwise, encumbering any assets, issuing additional stock, or distributing any assets to its shareholders. Merger to be completed by December 15, 1975.

8. Upon the filing of Articles of Merger with the

Corporation Commissioner for the State of Oregon, Dallas shall cease to exist and shall be merged with and into WCSI in accordance with the provisions of this Agreement and in accordance with ORS 57.480.

9. Dallas shall, upon request of WCSI, execute and deliver or cause to be executed or delivered all such deeds and other documents, and will take or cause to be taken such further or other action as WCSI deems necessary or desirable in order to vest in and confirm to WCSI title to and possession of all its property, rights, privileges, powers, franchises, and otherwise carry out the purposes of this Agreement.

10. Prior to the filing of the Articles of Merger with the Corporation Commissioner, this Agreement may be abandoned and terminated by unanimous consent of the shareholders of Dallas or WCSI. In the event of any termination or abandonment, this Agreement shall be void, and have no affect or responsibility on the part of either Dallas or WCSI or any director, officer, or shareholder of either corporation with respect thereof.

ARTICLE II

The number of shares outstanding of Waste Control Systems, Inc. is 592,593 shares and the number of shares outstanding of Dallas Garbage Disposal Co. is 100 shares.

ARTICLE III

Five hundred ninety two thousand five hundred ninety three shares of Waste Control Systems, inc. voted for the merger and no shares voted against the merger. One hundred shares

of the stock of Dallas Garbage Disposal Co. voted for the merger and no shares voted against the merger.
DATED: October 8, 1975.

WASTE CONTROL SYSTEMS, INC.

DALLAS GARBAGE DISPOSAL CO.

By: /s/ (ILLEGIBLE)
Vice President

By: /s/ (ILLEGIBLE)
President

BY: (ILLEGIBLE)
(ILLEGIBLE) Secretary

By: /s/ (ILLEGIBLE)
Vice President

STATE OF OREGON)
) ss.
County of Multnamah)

I, Judith Selfors, a notary public, do hereby certify that on this 8th day of October, 1975, personally appeared before me Robert E. Bunn and Lee Davis Kell who being by me first duly sworn, declared that they are the Vice President and Assistant Secretary respectively of Waste Control Systems, Inc. who signed the foregoing document as such officers of said corporation, and that the statements therein contained are true.

/s/ (ILLEGIBLE)
Notary Public for Oregon
My Commission Expires: 10-25-76

STATE OF OREGON)
) ss.
County of Polk)

I, Richard C (ILLEGIBLE), a notary public, do hereby certify that on this 6th day of Oct, 1975, personally appeared before me John W. (ILLEGIBLE) and who being by me first duly sworn, declared that they is the President and respectively of Dallas Garbage Disposal Co. who signed the foregoing document as such officers of said corporation, and that the statements therein contained are true.

/s/ (ILLEGIBLE)
Notary Public for Oregon
My Commission Expires: 9-18-79

FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
AUG 3 1983
FRANK J. HEALY
CORPORATION COMMISSIONER

Articles of Amendment

Pursuant to the provisions of ORS 57.370, the undersigned corporation executes the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation prior to this amendment is:

Waste Control Systems, Inc.

2. The following amendment of the Articles of Incorporation was adopted by the shareholders on March 15, 1983:

(The article or articles being amended should be set forth in full as they will be amended to read.)

ARTICLE IV of this corporation's Articles of Incorporation is amended in its entirety to be as follows:

"ARTICLE IV

"The total number of shares which this corporation shall have authority to issue is 15,000,000 shares of no par value, divided into 10,000,00 shares of Class A common stock and 5,000,000 shares of Class B common stock. The exclusive voting power shall be vested in the holders of Class A common stock, which has voting rights. Class B common stock shall have no voting rights. This corporation may issue and sell its shares for such consideration as may be determined from time to time by the Board of Directors."

ARTICLE V of this corporation's Articles of Incorporation is amended in its entirety to be as follows:

"ARTICLE V

"No shareholder of this corporation shall have any preemptive or other preferential right to purchase or subscribe for any shares of any class of stock of this corporation whether now or hereafter authorized or to any treasury shares offered for sale by the corporation or to any obligations convertible into stock of the corporation, issued or sold, nor any right of subscription to any thereof, other than such, if any, as the Board of Directors, in its discretion from time to time may determine, and at such price as the Board of Directors may from time to time fix, regardless of whether the issue or sale of any such share shall adversely effect said shareholder's proportion of voting power."

B.C.6 Articles of Amendment—For **Gain**
8-77 Submit in Duplicate

3. The total number of shares which at time of adoption of amendment, were outstanding 512,752; entitled to vote thereon 512,752; voted for amendment _____; voted against amendment _____.

We the undersigned, declare under the penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

Waste Control Systems, Inc.
Name of Corporation

by /s/ Robert E. Bunn _____

and /s/ Duanel L. Sorensen _____

President

Asst. Secretary

Dated _____ 19 _____

FILED
DEC 14 1999
OREGON
SECRETARY OF STATE

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
WASTE CONTROL SYSTEMS, INC.

1. The name of the corporation is Waste Control Systems, Inc.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE VIII. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “ 1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional-misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article VIII, or adoption of any provision of these Articles of Incorporation inconsistent with this Article VIII, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article VIII and

pertains to any act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VIII unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article VIII shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE IX. INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article IX shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article IX shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article IX shall be considered a contract right between the corporation and the person entitled to indemnity under this Article IX.

“D. In addition to any rights set forth above in this Article IX, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is August 18, 1999.

4. The amendments were approved by the shareholders. Five hundred twenty two thousand four hundred eighty-seven shares of the corporation are outstanding, 522,487 votes are entitled to be cast on the amendments, 522,487 votes were cast for the amendments, and no votes were cast against the amendments.

Waste Control Systems, Inc.

By: /s/ Duane L. Sorensen
Duane L. Sorensen, President

**AMENDED AND RESTATED BYLAWS
OF
WASTE CONTROL SYSTEMS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section

3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
Allied Waste Industries of New York, Inc.
UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

* * * * *

WE, THE UNDERSIGNED, all of the age of eighteen years or over, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of New York, do hereby certify:

FIRST: The name of the corporation is: Allied Waste Industries of New York, Inc.

SECOND: The purposes for which it is formed are:

To engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law provided that the corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board, agency or other body, without such consent or approval first being obtained.

THIRD: The office of the corporation is to be located in the County of New York, State of New York.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is One Thousand (1,000) of the par value of Zero Dollars and One Cent (0.01) each.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: c/o C T Corporation System, 1633 Broadway, New York, New York 10019.

SIXTH: The name and address of the registered agent which is to

be the agent of the corporation upon whom process against it may be served, are C T Corporation System, 1633 Broadway, New York, New York 10019.

SEVENTH: No director shall be personally liable to the corporation or its shareholders for damages for any breach of duty in such capacity, except that this provision shall not eliminate or limit the liability of any director if a judgement or other final adjudication adverse to such director establishes that such director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that such director personally gained in fact a financial profit or other advantage to which such director was not legally entitled or that such director's acts violated section 719 of the Business Corporation Law, nor shall this provision eliminate or limit the liability of any director for any act or omission prior to the adoption of this provision.

IN WITNESS WHEREOF, we have made and signed this certificate this march 26th A.D. 97 and we affirm the statements contained therein as truth under penalties of perjury.

/s/ Janice L. Rockey

Janice L. Rockey, Incorporator
208 S. LaSalle Street
Chicago, IL 60604

/s/ Mary Janiszewski

Mary Janiszewski, Incorporator
208 S. LaSalle Street
Chicago, IL 60604

CERTIFICATE OF AMENDMENT
OF THE CERTIFICATE OF INCORPORATION
OF
Allied Waste Industries of New York, Inc.
UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW

* * * * *

I, THE UNDERSIGNED, Donald W. Slager, being the President of Allied Waste Industries of New York, Inc. hereby certifies:

1. The name of the corporation is Allied Waste Industries of New York, Inc.
2. The certificate of incorporation of said corporation was filed by the Department of State on the Twenty-Seventh day of March, 1997.
3. (a) The certificate of incorporation is amended to change the name of the corporation from Allied Waste Industries of New York, Inc. to New York Waste Services, Inc.
(b) To effect the foregoing, Article I is amended to read as follows: The name of the corporation is: New York Waste Services, Inc.
4. The amendment was authorized in the following manner:

By unanimous written consent of the sole shareholder and the Board of Directors of Allied Waste Industries of New York, Inc.

IN WITNESS WHEREOF, I have signed this certificate on the Twenty-Eighth day of September, 1999 and I affirm the statements contained therein as true under penalties of perjury.

/s/ Donald W. Slager
Donald W. Slager, President

CERTIFICATE OF AMENDMENT
OF THE CERTIFICATE OF INCORPORATION
OF
New York Waste Services, Inc.
UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW

* * * * *

I, THE UNDERSIGNED, Donald W. Slager, being the President of New York Waste Services, Inc. hereby certifies:

1. The name of the corporation is New York Waste Services, Inc.
2. The certificate of incorporation of said corporation was filed by the Department of State on the Twenty-Seventh day of March, 1997.
3. (a) The certificate of incorporation is amended to change the name of the corporation from New York Waste Services, Inc. to Waste Services of New York, Inc.
(b) To effect the foregoing, Article I is amended to read as follows: The name of the corporation is: Waste Services of New York, Inc.
4. The amendment was authorized in the following manner:

By unanimous written consents of the sole shareholder and the Board of Directors of New York Waste Services, Inc.

IN WITNESS WHEREOF, I have signed this certificate on the Third day of January, 2000 and I affirm the statements contained therein as true under penalties of perjury.

/s/ Donald W. Slager

Donald W. Slager, President

**AMENDED AND RESTATED BYLAWS
OF
WASTE SERVICES OF NEW YORK, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers,

or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal

representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a

quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FEE: Minimum fee for up to 1000 shares	\$ 36.00
Fee for shares over 1,000 but less than 200,000 @ 20 per share	+\$
Fee for shares over 200,000 but less than 1,000,000 @ 10 per share	+\$
Fee for shares over 1,000,000 @ 0.20 per share	+\$
Total Fee Due	+\$

Corporate Form No. 101 (Oct. 1981)—Page One

ARTICLES OF INCORPORATION

Edwin J. Simcox, Secretary of State of Indiana

Use White Paper—Size 8 1/2 x 11—For Inserts



Filing Requirements—Present 2 originally signed and fully executed copies to Secretary of State, Room 165, State House, Indianapolis 46204

Recording Requirements—Recording of Articles of Incorporation in the Office of the County Recorder is no longer required by the Indiana- General Corporation Act.

ARTICLES OF INCORPORATION
OF

WASTE HAUL, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of:
(Indicate appropriate act)

- Indiana General Corporation Act**
- Indiana Professional Corporation Act of 1983**

as amended (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I
Name

The name of the Corporation is

Wastehaul, Inc.

(The name must contain the word "Corporation" or "Incorporated", or an abbreviation of one of these words.)

ARTICLE II
Purposes

The purposes for which the Corporation is formed are: to conduct any activities allowed by law including initially to provide disposal services.

ARTICLE III
Period of Existence

The period during which the Corporation shall continue is PERPETUAL
(perpetual or a stated period of time)

ARTICLE IV
Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is

<u>Donald J. Haan</u>	<u>6978 Castilian</u>
(Name)	(Number and Street or Building)
<u>Demotte</u>	<u>Indiana</u>
(City)	(State)
	<u>46310</u>
	(Zip Code)

Section 2. Principal Office. The post office address of the principal office of the Corporation is

<u>P.O. BOX 8508</u>	<u>Michigan City</u>	<u>Indiana</u>	<u>46360</u>
(Number and Street or Building)	(City)	(State)	(Zip Code)

(The resident agent and principal office address must be located in Indiana.)

ARTICLE V
Authorized Shares

Section 1. Number of Shares:

- The total number of shares which the Corporation is to have authority to issue is 1000.
- A. The number of authorized shares which the corporation designates as having par value is 1000 with a par value of \$1.00.
 - B. The number of authorized shares which the corporation designates as without par value is _____.

Section 2. Terms of Shares (if any):

ARTICLE VI
Requirements Prior To Doing Business

The Corporation will not commence business until consideration of the value of at least \$1,000 (one thousand dollars) has been received for the issuance of shares.

ARTICLE VII
Director(s)

Section 1. Number of Directors: The initial Board of Directors is composed of 1 member(s). The number of directors may be from time to time fixed by the By-Laws of the Corporation at any number. In the absence of a By-Law fixing the number of directors, the number shall be _____.

Section 2. Names and Post Office Addresses of the Director(s): The name(s) and post office address(es) of the initial Board of Director(s) of the Corporation is (are):

<u>Name</u>	<u>Number and Street or Building</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
Donald J. Haan	6978 Castilian	Demotte	Ind.	46310

Section 3. Qualifications of Directors (if any):

ARTICLE VIII
Incorporator(s)

The name(s) and post office address(es) of the incorporator(s) of the Corporation is (are):

Name	Number and Street or Building	City	State	Zip Code
Donald J. Haan	6978 Castilian	Demotté	Ind.	46310

ARTICLE IX
Provisions for Regulation of Business
and Conduct of Affairs of Corporation

("Powers" of the Corporation, its directors or shareholders)
(Attach additional pages, if necessary)

THIS DOCUMENT MUST BE SIGNED BY ALL INCORPORATORS.

I (We) hereby verify-subject to penalties of perjury that the facts contained herein are true. (Notarization not necessary)

/s/ DONALD J. HAAN
(Written Signature)

(Written Signature)

(Written Signature)

/s/ DONALD J. HAAN
(Printed Signature)

(Printed Signature)

(Printed Signature)

This instrument was prepared by _____, Attorney at
(Name)

Law, _____
(Number and Street or Building) (City) (State) (Zip code)

**AMENDED AND RESTATED BYLAWS
OF
WASTEHAUL, INC.**

(hereinafter called the "Corporation")

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF ORGANIZATION
OF
WAYNE COUNTY LAND DEVELOPMENT, LLC
(Under Section 203 of the Limited Liability Company Law)

FIRST: The name of the limited liability company is:

Wayne County Land Development, LLC

SECOND: The county within this state in which the office of the limited liability company is to be located is Wayne County.

THIRD: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the limited liability company served upon him or her is: C T CORPORATION SYSTEM, 111 Eighth Avenue, New York, New York 10011.

FOURTH: The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is: C T CORPORATION SYSTEM, 111 Eighth Avenue, New York, New York 10011.

Dated this 28th day of September, 2004.

/s/ Jo Lynn White

Jo Lynn White, organizer

**OPERATING AGREEMENT OF
WAYNE COUNTY LAND DEVELOPMENT, LLC**

This Operating Agreement is executed as of September 29, 2004, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Wayne County Land Development, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under New York law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of New York shall be CT Corporation System, 111 Eighth Avenue, New York, New York, County of New York. The registered office may be changed to any other place within the State of New York upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in New York are CT Corporation System, 111 Eighth Avenue, New York, New York. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in New York, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of New York. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 347.143 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 347.141 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the New York Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the New York Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 **Additional Documents.** Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 **New York Law.** The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 **Glossary.** For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“**Act**” means the New York Limited Liability Company Law, as set forth in New York Consolidated Laws § 31.101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“**Agreement**” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“**Capital Contribution**” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“**Certificate of Formation**” has the meaning given that term in Section 1.9 hereof.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital

Contribution
\$100.00

**CERTIFICATE OF INCORPORATION
OF
WAYNE COUNTY LANDFILL IL, INC.**

1. The name of the Corporation is Wayne County Landfill IL, Inc. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:
Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:
Thomas H. Van Weeldon
Henry L. Hirvela
Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260
 7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
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8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 19th day of June, 1997.

/s/ Steven M. Helm

Steven M. Helm, Incorporator

**BYLAWS
OF
WAYNE COUNTY LANDFILL IL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting

stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and

may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve

one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with attendance at Board stockholder meetings, and shall receive such other compensation as determined by the stockholders from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or

participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the

President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of

Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall

perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require

and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing,

signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at

the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified

against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if

it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Control No: 07063362
Date Filed: 07/27/2007 11:15 AM
Karen C Handel
Secretary of State

ARTICLES OF ORGANIZATION OF
(EXACT NAME OF LIMITED LIABILITY COMPANY)

I.

The name of the Limited Liability Company is WAYNE DEVELOPERS, LLC.

This 26th day of July, 2007.

Signed /s/ Tim M. Benter
ORGANIZER

Tim M. Benter
(PRINT NAME)

GA034 - 09/15/2003 C T System Online

State of Georgia
Expedite Creation - Domestic Entity 2 Page(s)



SECRETARY OF STATE
2007 JUL 27 A 11:15
CORPORATIONS DIVISION

**OPERATING AGREEMENT
FOR
WAYNE DEVELOPERS, LLC**

THIS OPERATING AGREEMENT (the "Agreement") of WAYNE DEVELOPERS, LLC, a Georgia limited liability company (the "Company"), is made and entered into on July 27, 2007, by Central Virginia Properties, LLC ("Central Virginia"). The Company was organized as a limited liability company under the Official Code of Georgia Annotated (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Organization ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that Tim M. Benter was the "organizer" for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that CENTRAL VIRGINIA is, and has been admitted as the sole member of the Company, and that CENTRAL VIRGINIA's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation § 1.704-1(b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation § 1.704-1 (b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Georgia.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

SCHEDULE I
TO THE OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Official Code of Georgia Annotated, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO THE OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Central Virginia Properties, LLC, a Georgia limited liability company	\$1.00	1

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52542

[STAMP]

STATE OF OREGON
DEPARTMENT OF COMMERCE
CORPORATION DIVISION

Submit Original and One
True copy
Filing Fee \$20
License Fee \$20
Total \$40(831.115)

BUSINESS CORPORATION
ARTICLES OF INCORPORATION

10655587

ARTICLE 1. Name of Corporation Woodburn, Trucking Inc.

(The corporate name must contain the word "corporation", "Company", "Incorporated", or "Limited" or an abbreviation of one of such words).

ARTICLE 2. Name of initial registered agent Ronald L. Halter

Street address of initial registered office

16700 Arney. Rd. N. E.
(Street and Number)

Woodburn, Or,
(City and State)

97071
(Zip Code)

ARTICLE 3. Address where Division may mail notices

16700 Arney. Rd. N. E.
(Street and PO Box)

Woodburn, Ore,
(City and State)

97071
(Zip Code)

ARTICLE 4. Purpose or purposes for which corporation is organized any lawful activity

ARTICLE 5. Aggregate number of shares which the corporation shall have authority to issue 1000

(Insert statement as to par value of each share or a statement that all of such shares are to be without par value.)

All shares to be no-par value

BC-(8/85)

[ILLEGIBLE]

ARTICLE 6. Names and addresses of the persons who are to serve as initial directors until the first annual meeting of shareholders or until their successors are elected and shall qualify

Name	Address
Ronald L. Halter	16700 Arney Rd. N. E. Woodburn, Or. 97071
Richard G. Halter	13720 Ceder Ct. N. E. Aurora, Or. 97002

ARTICLE 7. (Optional provisions for the regulation of the internal affairs of the corporation as may be appropriate. If none, leave blank.)

ARTICLE 8. Name and address of each incorporator

Name	Address
Ronald L. Halter	16700 Arney. Rd. N.E.Woodburn, Or, 97071
Richard G. Halter	13720 Ceder Ct. N.E. Aurora, Or, 97002

We, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing and, to the best of our knowledge and belief, it is true, correct and complete. (Those named in Article 8 should sign here.)

/s/ Ronald L. Halter	/s/ Richard G. Halter
(Signature)	(Signature)

Dated 2-29-1988

Person to contact about this filing.

Ronald L. Halter	503-981-8931
NAME	PHONE NUMBER

Submit the original and one true copy to the Corporation Division, Commerce Building, 158 12th Street NE, Salem, Oregon 97310, with the filing fee of \$20 and license fee of \$20 — total \$40.

If you have any questions
please call 378-4752

FILED
AUG 23 1999
SECRETARY OF STATE

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
WDTR, INC.**

1. The name of the corporation is WDTR, Inc.

2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE VII. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

“ 1. Any act or omission occurring before the date this provision becomes effective;

“2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;

“3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;

“4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or

“5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article VII, or adoption of any provision of these Articles of Incorporation inconsistent with this Article VII, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article VII and

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[ILLEGIBLE]

pertains to any act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VII unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE VIII. INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article VIII shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article VIII shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article VIII shall be considered a contract right between the corporation and the person entitled to indemnity under this Article VIII.

“D. In addition to any rights set forth above in this Article VIII, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18 1999.

4. The amendments were approved by the shareholders. One thousand shares of the corporation are outstanding, 1,000 votes are entitled to be cast on the amendments, 1,000 votes were cast for the amendments, and no votes were cast against the amendments.

WDTR Inc.

By /s/ Gary A. Barton,
Gary A. Barton, Vice President

**AMENDED AND RESTATED BYLAWS
OF
WDTR, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section

3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 12/11/1998
981478390 — 2978090

**CERTIFICATE OF FORMATION
OF
WEBSTER PARISH LANDFILL, L.L.C.**

The undersigned, being over the age of 18 years and acting as sole organizer of a limited liability company under the Delaware Limited Liability Company Act (the "Act"), does hereby adopt the following Certificate of Formation for Webster Parish Landfill, L.L.C. (the "Company").

ARTICLE ONE

The name of the limited liability company is Webster Parish Landfill, L.L.C.

ARTICLE TWO

The address of the initial registered office of the Company in the State of Delaware is c/o 1209 Orange Street, Wilmington, Delaware, 19801, and the name of its registered agent for service of process required to be maintained by Section 18-104 of the Act in the state is The Corporation Trust Company.

ARTICLE THREE

The adoption by the members of the Company of the Limited Liability Company Agreement ("LLC Agreement") of the Company shall bind all of the members of the Company existing from time to time to the terms and provisions of such LLC Agreement (as such terms and provisions may be restated or amended as provided therein), and the purchase of or, subscription for membership interested in the Company shall constitute an agreement by any such member to be so bound, notwithstanding that any such member has not executed a counterpart of such LLC Agreement or of any such restatements of or amendments to such LLC Agreement.

ARTICLE FOUR

The name of the sole organizer is L.M. Wilson and the Address of the organizer is Mayor, Day, Caldwell & Keeton, L.L.P., 700 Louisians, Suite 1900, Houston, Texas 77002.

IN WITNESS WHEREOF, I have hereunder set my hand this 11th day of December, 1998.

/s/ L.M. Wilson
L.M. Wilson, Organizer

WEBSTER PARISH LANDFILL, L.L.C.
LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT is entered into as of December 18, 1998 by Waste Management of Louisiana, L.L.C. (the "Member").

1. Defined Terms. Unless the context requires otherwise, the defined terms used in this Agreement shall have the following meanings:

"LLCL" shall mean the Delaware Limited Liability Company Act, as the same may be amended from time to time.

"Membership Interest" shall mean the Member's aggregate rights in the Company including, without limitation, the Member's share of the profits and losses of the Company, the right to receive distributions from the Company and the right to vote or participate in management of the Company.

2. Character of Business. The Company was formed for the purpose of engaging in any lawful business, except any business in Delaware for which a statute other than the LLCL specifically requires some other business entity or natural person to be formed or used for such business.

3. Principal Place of Business. The principal place of business of the Company shall be at 1001 Fannin, Suite 4000, Houston, Texas 77002.

4. Fiscal Year. The Company's fiscal year shall be the calendar year.

5. Management of the Company. The business and affairs of the Company shall be managed by the Member.

6. Capital Contributions. The Member shall make a contribution to the initial capital of the Company in cash, property, services rendered or promissory notes or other obligations to contribute cash or property or to perform services.

7. Limited Liability of the Member. The liability of the Member shall be limited to its capital contributions and the Member shall not be liable for any debt, obligation or liability of the Company.

8. Cash Distributions. The Company may distribute, at such times as determined by the Member, such cash funds as are not necessary for the conduct of the Company's business.

9. Binding Effect. This Agreement shall be binding upon the Member's heirs, personal representatives, successors and assigns.

10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to its conflict of laws or choice of law provisions.
11. Nature of Interest of Member. The interest of the Member in the Company is personal property. The Member has no interest in specific property of the Company.
12. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.
13. Effective Date. This Agreement shall be effective upon the formation of the Company which shall be the date the certificate of formation is filed with the Secretary of State of the State of Delaware.
- IN WITNESS WHEREOF**, the Member has executed this Agreement as of the date first above written,

WASTE MANAGEMENT OF LOUISIANA, L.L.C.

By: /s/ Jeffrey A. Draper
Jeffrey A. Draper, Vice President

ARTICLES OF INCORPORATION
OF
WEST CONTRA COSTA ENERGY RECOVERY COMPANY

ONE: NAME

The name of this corporation is West Contra Costa Energy Recovery Company.

TWO: PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: SERVICE OF PROCESS

The name and address of the corporation's initial agent for service of process is Larry Burch, 205 — 41st Street, Richmond, California 94805.

FOUR: STOCK

The corporation shall be authorized to issue only one class of shares having a total number of one million (1,000,000) shares.

IN WITNESS WHEREOF, the undersigned, who is the sole incorporator of this corporation, has executed these Articles of Incorporation on November 29, 1982.

/s/ Donald E. Burns

Donald E. Burns
Sole Incorporator

Each of the undersigned declare under penalty of perjury that the matters set forth in the foregoing Certificate are true and correct of his own knowledge and that this declaration was executed on November 12,1990, at Richmond, California.

/s/ Richard Granzella
RICHARD GRANZELLA, President

/s/ Pina Barbieri
PINA BARBIERI, Secretary

**SECOND AMENDED AND RESTATED BYLAWS
OF
WEST CONTRA COSTA ENERGY RECOVERY COMPANY
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article in shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VHI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIE shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VHI shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VTA shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VTI but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VDT), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

[STAMP]

1511330

ARTICLES OF INCORPORATION
OF
WEST CONTRA COSTA SANITARY LANDFILL, INC.

I

The name of this corporation is WEST CONTRA COSTA SANITARY LANDFILL, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is: Richard E. Norris, 3260 Blume Drive, Suite 200, Richmond, California.

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

Dated: 11-13-89

/s/ Dennis Varni
DENNIS VARNI

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ Dennis Varni
DENNIS VARNI

**SECOND AMENDED AND RESTATED BYLAWS
OF
WEST CONTRA COSTA SANITARY LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case maybe.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case maybe. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws maybe altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ENDORSED
FILED
In the office of the Secretary of state
of the State of California

NOV 20 1989
MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION
OF
WEST COUNTY LANDFILL, INC.

I

The name of this corporation is WEST COUNTY LANDFILL, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is: Richard E. Norris, 3260 Blume Drive, Suite 200, Richmond, California.

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

Dated: 11-13-89

/s/ DENNIS VARNI
DENNIS VARNI

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ DENNIS VARNI
DENNIS VARNI

**SECOND AMENDED AND RESTATED BYLAWS
OF
WEST COUNTY LANDFILL, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION
OF
WEST COUNTY RESOURCE RECOVERY, INC.

I

The name of this corporation is WEST COUNTY RESOURCE RECOVERY, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is: Richard E. Norris, 3260 Blume Drive, Suite 200, Richmond, California.

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

Dated: December 13, 1989

/s/ Dennis Varni
DENNIS VARNI

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ Dennis Varni
DENNIS VARNI

DECLARATION

I declare that I am the person whose name is subscribed below, that I have executed these Articles of Incorporation of West Contra Costa Energy Recovery Company, and that this instrument is my act and deed.

Executed this 29th day of November, 1982, at San Francisco, California.

/s/ Donald E. Burns
Donald E. Burns



**SECOND AMENDED AND RESTATED BYLAWS
OF
WEST COUNTY RESOURCE RECOVERY, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate there for, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:00 PM 12/12/2001
010638275 —3468056

CERTIFICATE OF LIMITED PARTNERSHIP

OF

WHISPERING PINES LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Whispering Pines Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Whispering Pines Landfill TX, LP as of December 12 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White

Name: Jo Lynn White
Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:45 PM 11/22/2006
FILED 01:23 PM 11/22/2006
SRV 061074214 — 3468056 FILE

**STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP**

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Whispering Pines Landfill TX, LP.

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of the general partner(s) is as follows:

Name
Allied Waste Landfill Holdings, Inc.

Mailing Address
18500 North Allied Way
Phoenix, Arizona 85054

THIRD: Article IV of the Certificate of Limited Partnership shall be added as follows:

The name and mailing address of the Limited Partnership is as follows:

Name
Whispering Pines Landfill TX, LP

Mailing Address
18500 North Allied Way
Phoenix, Arizona 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the certificate of Limited Partnership on this 17th day of November, A.D. 2006.

/s/: Ryan N.Kenigsberg
Ryan N. Kenigsberg, Vice President

By: Allied Waste Landfill Holdings, Inc., its General Parter

**AGREEMENT OF LIMITED PARTNERSHIP OF
WHISPERING PINES LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is Whispering Pines Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

**FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP
WHISPERING PINES LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Whispering Pines Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Whispering Pines Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Whispering Pines Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.

2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.
a Delaware corporation Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

ARTICLES OF INCORPORATION
OF
PELTIER EQUIPMENT LEASING CORP.

The undersigned, being of legal age and desiring to form a corporation under the Oregon Business Corporation Act, adopts the following Articles of Incorporation, in duplicate:

ARTICLE I

The name of the corporation is:

PELTIER EQUIPMENT LEASING CORP.

ARTICLE II

The duration of the corporation is perpetual.

ARTICLE III

This corporation is organized for the purpose of engaging in the business of equipment leasing and to engage in any lawful activity for which corporations may be organized under Chapter 57 of the Oregon Revised Statutes.

ARTICLE IV

The aggregate number of shares which this corporation shall have the authority to issue is 5,000 shares of common stock, \$1.00 par value.

All stock shall be issued under the requirements of Section 1244 of the Internal Revenue Code of 1954, as amended, so as to qualify thereunder as Small Business Corporation stock.

ARTICLE V

No shareholder of this corporation shall have any

preemptive or other preferential right to subscribe to any shares of any class of stock of this corporation, whether now or hereafter authorized, or to any treasury shares offered for sale by the corporation, or to any obligations convertible into the stock of the corporation, issued or sold, nor any right of subscription to any thereof, other than such, if any, as the Board of Directors, in its discretion from time to time may determine, and at such price as the Board of Directors may from time to time fix, regardless of whether the issue or sale of any such shares shall adversely affect said shareholder's proportion of voting power.

ARTICLE VI

No transaction which the corporation may engage in with any officer, director or shareholder, or with any other interested person, or with any affiliated corporation, shall be invalidated or in any way affected merely because of the relationships involved, nor shall such transaction be invalidated or in any way affected merely because such person participated in the decision to enter into such transaction.

ARTICLE VII

The first Board of Directors shall consist of three members whose names and post office addresses are:

Name	Address
Doris Jean Peltier	6711 S. W. Canyon Road #74 Portland, Oregon 97225
Arlyne A. Dudley	2160 N. W. Johnson #5 Portland, Oregon 97210
Lee Davis Kell	2816 N. E. 19th Portland, Oregon 97212

ARTICLE VIII

The registered agent of this corporation for service

of process is Lee Davis Kell, whose address is 1107 Commonwealth Building, Portland, Oregon 97204, and said address is the registered office of this corporation.

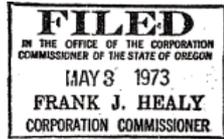
ARTICLE IX

The name and post office address of the incorporator is as follows: Lee Davis Kell, 1107 Commonwealth Building, Portland, Oregon 97204.

I, the undersigned incorporator, declare under penalties of perjury that I have examined the foregoing and to the best of my knowledge and belief, it is true, correct and complete.

Dated: October 20th, 1971.

/s/ Lee Davis Kell



Articles of Amendment
of
PELTIER EQUIPMENT LEASING CORP
(Present (not new) Corporate Name)

Pursuant to ORS 57.360(1), a majority of the DIRECTORS of the corporation entitled to vote thereon adopt the following Articles of Amendment:

1. The name of the corporation prior to this amendment is:

Peltier Equipment Leasing Corp.

2. The following amendment of the Articles of Incorporation was adopted by the Directors on April 19, 1973; the corporation has not issued any shares of stock.

(The article or articles being amended should be set forth in full as they will be amended to read.)

Article I of the Articles of Incorporation shall be amended to read as follows:

“ARTICLE I
The name of this corporation is:
SANITATION EQUIPMENT LEASING, INC.”

3. Indicate total number of shares which, at time of adoption of amendment, were outstanding _____ 0 _____; entitled to vote thereon _____; voted for amendment _____; voted against amendment _____

4. If the shares of any class were entitled to vote on such amendment as a class, designate the number of outstanding shares entitled to vote thereon and the number of shares of each such class voted for and against such amendment:

Class	Number of Shares Outstanding and Entitled to Vote	Number of Shares Voted	
		For	Against

5. If amendment provides for an exchange, reclassification or cancellation of issued shares, and the manner in which the same shall be effected is not otherwise set forth herein, the exchange, reclassification or cancellation shall be effected as follows:

6. If amendment effects a change in amount of stated capital, the amount of stated capital as changed is \$_____. Change effected as follows:

We, the undersigned, declare under the penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

/s/ Doris J. Peltier
Vice President

and

/s/ Lee Davis Kell
Asst. secretary

Dated April 30, 1973

FILED
AUG 23 1999
SECRETARY OF STATE

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
WILLAMETTE RESOURCES, INC.

- 1. The name of the corporation is Willamette Resources, Inc.
- 2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE X. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article X, or adoption of any provision of these Articles of Incorporation inconsistent with this Article X, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article X and pertains to any

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[ILLEGIBLE]

act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article X unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE XI INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article XI shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article XI shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article XI shall be considered a contract right between the corporation and the person entitled to indemnity under this Article XI.

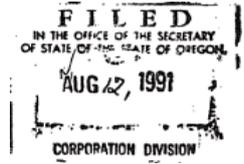
“D. In addition to any rights set forth above in this Article XI, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

4. The amendments were approved by the shareholders. Five thousand shares of the corporation are outstanding, 5,000 votes are entitled to be cast on the amendments, 5,000 votes were cast for the amendments, and no votes were cast against the amendments.

Willamette Resources, Inc.

By: /s/ Gary A. Barton
Gary A. Barton, Vice President



STATE OF OREGON
 DEPARTMENT OF COMMERCE
 CORPORATION DIVISION
 ARTICLES OF AMENDMENT
 By Shareholders
 (ORS [ILLEGIBLE])
 60

1. Name of corporation prior to amendment: Sanitation, Equipment Leasing, Inc.
2. Corporation Division registry number (if known): 094815-16
3. Date amendment was adopted by shareholders: July 1, 1991
4. State article number(s) and set forth article(s) as amended:
 Article I is amended in its' entirety to be as follows:
 "The name of this corporation is Willamette Resources, Inc."
5. Shareholder Vote:

Class of Shares	Number of Shares Outstanding	Number of Shares Entitled to Vote	Number of Shares Voted For	Number of Shares Voted Against
common	5,000	0	0	0

6. Other provisions, if applicable, required to be set forth by ORS ⁶⁰ [ILLEGIBLE]
7. We, the undersigned officers, declare under the penalties of perjury that we have examined the foregoing and, to the best of our knowledge and belief, it is true, correct, and complete.

_____ /s/ Richard F. Brentano _____ and _____ /s/ Duane L. Sorensen _____
 President or Vice President Secretary or Assistant Secretary

Dated: 7-1, 1991

8. Person to contact about this amendment:

_____ Gary Barton _____ 757-0011 _____
 Name Telephone number

Submit the original and true copy to the Corporation Division, Commerce Building, 158 12th Street NE, Salem, Oregon 97310. There is no fee required. If you have any questions, please call (503) 378-4166.

08089102513 831.115 10.00

**AMENDED AND RESTATED BYLAWS
OF
WILLAMETTE RESOURCES, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section

3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

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ARTICLES OF INCORPORATION
OF

WILLIAMS COUNTY LANDFILL INC.

The undersigned, desiring to form a corporation for profit under the General Corporation Law of Ohio, does hereby certify:

FIRST: The name of said corporation shall be WILLIAMS COUNTY LANDFILL INC.

SECOND: The place in the State of Ohio where its principal office is to be located is Route #3, Bryan, Williams County.

THIRD: The purpose for which it is formed is to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code.

FOURTH: The maximum number of shares under which the corporation is authorized to have authorized is five hundred (500) shares, all of which shall be without par value.

Said shares without par value may be issued pursuant to subscriptions taken by the directors for such amount of consideration as may be specified by the directors, and after organization, shares without par value now or hereafter authorized may be issued or agreed to be issued from time to time for such amount or amounts of consideration as may be fixed from time to time by the board of directors. The board of directors in its discretion may fix different

**AMENDED AND RESTATED BYLAWS
OF
WILLIAMS COUNTY LANDFILL, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without

the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF FORMATION
PEERLESS LANDFILL, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Peerless Landfill, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 21st day of February, 2000.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ D.W. Slager
D. W. Slager, Vice President Operations

CERTIFICATE OF AMENDMENT
OF
PEERLESS LANDFILL, LLC

1. The name of the limited liability company is Peerless Landfill, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
Paragraph 1 of the Certificate of Formation is hereby amended to read:

“1. Name. The name of the limited liability company (“Company”) formed by this instrument is Willow Ridge Landfill, LLC”.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Peerless Landfill, LLC this 28th day of September, 2000.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation,
Sole Member

By: /s/ D.W. Slager
D.W. Slager
Vice President, Operations

**OPERATING AGREEMENT
OF PEERLESS LANDFILL, LLC**

This Operating Agreement (the "Agreement") of Peerless Landfill, LLC (the "Company") is executed as of February 21, 2000, by Allied Waste North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Peerless Landfill, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills and providing waste transportation services, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member is: Allied Waste North America, Inc., a Delaware corporation, 15880 N. Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions

of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence

of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the

following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution have been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, articles of dissolution shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Articles of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ D.W. Slager
D.W. Slager, Vice President, Operations

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Allied Waste North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%



STATE OF WASHINGTON
SECRETARY OF STATE

Ralph Munro, Secretary of State

FILED
WASHINGTON

APPLICATION TO FORM A
PROFIT CORPORATION

(Per Chapter 23B.02 RCW)

FEE: \$175

MAY 07 1998

- Please PRINT or TYPE in black ink
- Sign, date and return original AND ONE COPY to:

CORPORATIONS DIVISION
505 E. UNION - PO BOX 40234
OLYMPIA, WA 98504-0234

RALPH MUNRO
SECRETARY OF STATE

EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE

FOR OFFICE USE ONLY

FILED: 5-7-98 UBI: 601 874 576

CORPORATION NUMBER: _____

- BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

IMPORTANT! Person to contact about this filing <u>Connie Gecich/Allied Waste Industries</u>	Daytime Phone Number (with area code) <u>(602) 423-2946</u>
--	--

ARTICLES OF INCORPORATION

NAME OF CORPORATION (Must contain the word "Corporation" "Incorporated" or "Limited" or the abbreviation "Corp." "Inc." "Co." or "Ltd.") <u>Rabanco Acquisition Company Five</u>	
NUMBER OF SHARES (Minimum of one (1) share must be listed) THE CORPORATION IS AUTHORIZED TO ISSUE <u>1,000</u>	CLASS OF SHARES (If "preferred" class is checked, please attach description) <input checked="" type="checkbox"/> Common <input type="checkbox"/> Preferred
EFFECTIVE DATE OF INCORPORATION (Specified effective date may be up to 90 days AFTER receipt of the document by the Secretary of State) <input type="checkbox"/> Specific Date: _____ <input checked="" type="checkbox"/> Upon filing by the Secretary of State	

>>>PLEASE ATTACH ANY OTHER PROVISIONS THE CORPORATION ELECTS TO INCLUDE<<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT		
Name	<u>C T Corporation System</u>	
Street Address (Required)	<u>520 Pike Street</u>	City <u>Seattle</u> State <u>WA</u> ZIP <u>98101</u>
PO Box (Optional - Must be in same city as street address)	ZIP (if different than street ZIP) _____	
I consent to serve as Registered Agent in the State of Washington for the above named corporation. I understand it will be my responsibility to accept Service of Process on behalf of the corporation; to forward mail to the corporation; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.		
By:	<u>C T CORPORATION SYSTEM</u>	PLEASE SEE ATTACHED CONSENT <u>5-7-98</u>
Signature of Agent	Printed Name	Date

NAMES ADDRESSES OF EACH PERSON EXECUTING THIS CERTIFICATE (If necessary, attach additional names and addresses)		
Printed Name	<u>Steven M. Helm</u>	Signature <u>[Signature]</u>
Address	<u>15880 N. Greenway-Hayden Loop, Ste. 100</u>	City <u>Scottsdale</u> State <u>AZ</u> ZIP <u>85260</u>
Printed Name	_____	Signature _____
Address	_____	City _____ State _____ ZIP _____
Printed Name	_____	Signature _____
Address	_____	City _____ State _____ ZIP _____

SIGNATURE OF OFFICER OR CHAIRPERSON		
This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.		
Signature of Incorporator	<u>[Signature]</u>	Date _____
Printed Name	<u>Steven M. Helm, Vice President, Legal</u>	Title <u>5/6/98</u>

CORPORATIONS INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1485)

(WA. - 2345 - 9/30/97)CT System

005-001(5/97)

FOR OFFICE USE ONLY

ATTACHMENT TO ARTICLES OF INCORPORATION FOR
RABANCO ACQUISITION COMPANY FIVE,
a Washington corporation

1. The initial Board of Directors of the Corporation and their respective addresses are as follows:

James Eng
G. Thomas Rochford, Jr.
Donald W. Slager
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

2. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.

3. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under Section 23B.08.230 in the Washington Business Corporation Act, as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

**ARTICLES OF MERGER
OF
WJR ENVIRONMENTAL, INC.**

FILED
STATE OF WASHINGTON

JUN 25 1998

RALPH MUNRO
SECRETARY OF STATE

Pursuant to Section 23B.11.050 of the Washington Business Corporation Act ("**WBCA**"), WJR Environmental, Inc., a Washington corporation (the "**Surviving Corporation**"), submits these Articles of Merger for filing:

1. The Agreement and Plan of Merger is attached hereto and made a part hereof as though fully set forth herein. The merger will be effective on June,25, 1998.

2. The approval of the sole shareholder of Rabanco Acquisition Company Five, a Washington corporation, was obtained pursuant to Section 23B.11.030(2) of the WBCA. The approval of the sole shareholder of the Surviving Corporation was also obtained pursuant to Section 23B.11.030(2) of the WBCA.

Dated: June 25,1998.

WJR ENVIRONMENTAL, INC.
a Washington Corporation

By: /s/ Mary Razore
Mary Razore, President

**ALLIED WASTE INDUSTRIES, INC.
RABANCO ACQUISITION COMPANY FIVE
WJR ENVIRONMENTAL, INC.**

AGREEMENT AND PLAN OF MERGER

Dated as of June 25, 1998

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the “**Agreement**”) is made effective as of June ___, 1998, by and among Allied Waste Industries, Inc., a Delaware corporation (“**Parent**”); Rabanco Acquisition Company Five, a Washington corporation and a wholly-owned subsidiary of Parent (“**Sub**”); and WJR Environmental, Inc., a Washington corporation (“**Company**”).

WHEREAS, Parent; Sub, Rabanco Acquisition Company, Rabanco Acquisition Company Two, Rabanco Acquisition Company Three, Rabanco Acquisition Company Four, Rabanco Acquisition Company Six, Rabanco Acquisition Company Seven, Rabanco Acquisition Company Eight, Rabanco Acquisition Company Nine, Rabanco Acquisition Company Ten, Rabanco Acquisition Company Eleven, and Rabanco Acquisition Company Twelve, each of which is a Washington corporation and a wholly-owned subsidiary of Parent (collectively, the “**Subs**”); Company, Rabanco, Ltd., a Washington corporation, Rabanco Recycling, Inc., a Washington corporation, United Waste Control Corp., a Washington corporation, Rabanco Intermodal/B.C., Inc., a Washington corporation, Waste Associates, Inc., a Washington corporation, Paper Fibers, Inc., a Washington corporation, MJS Associates, Inc., a Washington corporation, Alaska Street Associates, Inc., a Washington corporation, S&L, Inc., a Washington corporation, SSWI, Inc., a Washington QSSS corporation, and CCAI, inc., a Washington QSSS corporation (collectively, the “**Companies**”); and the shareholders of the Companies (each a “**Shareholder**” and collectively, the “**Shareholders**”) have entered into an Amended and Restated Agreement and Plan of Reorganization (the “**Reorganization Agreement**”), which provides for this Agreement;

WHEREAS the merger described in this Agreement and in the Reorganization Agreement is intended to be a “**reorganization**” within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and this Agreement, along with the Reorganization Agreement is intended to constitute a “**plan of reorganization**” within the meaning of the regulations promulgated under Section 368 of the Code; and

WHEREAS, the Boards of Directors of Parent, Sub, and Company, and the shareholders of Company and Sub, respectively, have approved the merger of Sub with and into Company and the consummation of the transactions contemplated hereby, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Reorganization Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement and the Reorganization Agreement, at the Effective Time (as hereinafter defined), in

accordance with the Washington Business Corporation Act, as amended (the **“WBCA”**), Sub shall be merged with and into Company and the separate existence of Sub shall thereupon cease (the **“Merger”**). Company shall be the surviving corporation in the Merger (hereinafter referred to as the **“Surviving Corporation”** or **“Company”**).

Section 1.2 Effective Time of the Merger. The Merger shall become effective pursuant to Section 23B.01.230 of the WBCA as of 5:00 PM, Pacific Time on the later of (the **“Effective Time”**) (i) June 25 1998, or (ii) the date a copy of this Agreement and the requisite Articles of Merger pursuant to Section 23B. 11.050 of the WBCA and any other documents necessary to effect the Merger in accordance with the WBCA are filed with the Secretary of State of the State of Washington.

Section 1.3 Effects of Merger. The Merger shall have the effects set forth in Section 23B.11.060 of the WBCA and all other applicable laws.

ARTICLE II THE SURVIVING CORPORATION

Section 2.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of Sub, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until duly amended; provided, however, that the Articles of Incorporation of Sub shall be amended to provide that the name of Sub shall be **“WJR Environmental, Inc.”**

Section 2.2 Bylaws. At the Effective Time, the Bylaws of Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended.

Section 2.3 Directors and Officers. At and after the Effective Time, the directors and officers of Sub immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, in each case until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation’s Articles of Incorporation, as amended, and Bylaws.

ARTICLE III CONVERSION AND EXCHANGE OF COMPANY SHARES

Section 3.1 Conversion of Shares. Subject to adjustment as set forth in Sections 2.4 and 2.9 of the Reorganization Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Sub or Company, the issued and outstanding shares of the capital stock of Company (the **“Company Shares”**) shall be converted into the right of any Shareholder owning Company Shares to receive shares of common stock of Parent (the **“Parent Common Shares”**), in proportion to such Shareholder’s respective ownership interest in Company and in proportion to the value of Company in relation

to the transactions contemplated hereby as expressed in a percentage and as set forth on Schedule 2.4(a) to the Reorganization Agreement. Appropriate adjustments shall be made for any stock-splits, stock dividends or other capital adjustments. No fractional Parent Common Shares will be issued in the Merger. In lieu of such issuance, the Parent Common Shares issued to any Shareholder pursuant to the terms of this Agreement shall be rounded at each incident of issuance to the closest whole Parent Common Share.

Section 3.2 Exchange of Certificates.

(a) From and after the Effective Time, each holder of a certificate or certificates representing Company Shares, upon surrender of such certificates to Parent, shall be entitled to receive in exchange therefor a certificate or certificates representing the number of whole Parent Common Shares into which such holder's Company Shares were converted pursuant to Section 3.1 hereof. From and after the Effective Time, Parent and Sub shall be entitled to treat each certificate formerly representing Company Shares (each a "**Company Certificate**"), which has not yet been surrendered for exchange, as evidencing the right to receive the number of full Parent Common Shares into which the Company Shares represented by such Company Certificate shall have been converted pursuant to Section 3.1 hereof, notwithstanding the failure to surrender such Company Certificate. However, notwithstanding any other provision of this Agreement, until holders or transferees of Company Certificates have surrendered them for exchange as provided herein: (i) no dividends or other distributions shall be paid with respect to any Parent Common Shares represented by such Company Certificates, and (ii) without regard to when such Company Certificates are surrendered for exchange as provided herein, no interest shall be paid or payable on any dividends, if any.

(b) The Parent Common Shares into which Company Shares shall be converted in connection with the Merger shall, be deemed to have been issued at the Effective Time.

Section 3.3 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of each Company shall be closed and no transfer of Company Shares shall thereafter be made except in accordance with this Article III.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 Termination. Prior to the Effective Time, this Agreement shall terminate in the event of and upon the termination of the Reorganization Agreement.

Section 4.2 Amendment. This Agreement may be amended by an instrument in writing signed on behalf of each of the parties hereto.

Section 4.3 Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by

registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

(a) if to Parent or Sub, to:

Allied Waste Industries, Inc.
15580 N. Greenway-Hayden Loop, Ste. 100
Scottsdale, AZ 85260
Attention: Larry D. Henk
Phone: (602) 627-2700
Fax: (602) 627-2704

with a copy to:

Fennemore Craig, P.C.
3003 North Central Avenue, Ste. 2600
Phoenix, AZ 85012-2913
Attention: Karen C. McConnell
Phone: (602) 916-5307
Fax: (602) 916-5507

(b) if to Company prior to Closing, to:

Rabanco Companies
200-112th Ave. NE, Suite 300
Bellevue, WA 98004
Phone: (425) 646-2400
Fax: (425) 646-2440
Attn: Office of the President

with a copy to:

Preston Gates & Ellis LLP
5000 Columbia Center
701 Fifth Ave.
Seattle, WA 98104-7078
Attention: Robert S. Jaffe
Phone: (206) 623-7580
Fax: (206) 623-7022

Section 4.4 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 4.5 Miscellaneous. This Agreement (including the documents and instruments referred to herein), the Reorganization Agreement, and the other agreements contemplated thereby: (i) constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties hereto; and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Washington (without giving effect to the provisions thereof relating to conflicts of law).

Section 4.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 4.7 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 4.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

(the remainder of this page has been intentionally left blank)

**SIGNATURE PAGE
AGREEMENT AND PLAN OF MERGER**

IN WITNESS WHEREOF, Parent, Sub, and Company have each caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

PARENT

ALLIED WASTE INDUSTRIES, INC.

By /s/ Thomas Van Weelden
Thomas Van Weelden, President

SUB

RABANCO ACQUISITION COMPANY FIVE

By /s/ Larry D. Henk
Larry D. Henk, Vice President

COMPANY

WJR ENVIRONMENTAL, INC.

By /s/ Mary Razore
Mary Razore, President

SCHEDULE 2.4(a)

CAPITAL STRUCTURE OF COMPANIES HELD BY RAZORE SHAREHOLDERS
AND
CONVERSION OF COMPANY STOCK

<u>Company</u>	<u>Authorized Capital Stock</u>	<u>Company Shares Issued and Outstanding</u>	<u>Conversion Ratio (Parent Common Shares per Company Share)</u>
Limited	50,000	352.2	13955.2
Recycling	50,000	6,667	137.37
United	500	105	3141.36
Intermodal	50,000	10,000	.0034
WJR	1,000	1,000	5,161.476
Waste	1,000	1,000	1,118.967
Associates			
Paper Fibers	10,000	100	3,670.69
MJS	1,000	1,000	1,111.239
Alaska Street	10,000	9,000	3.242
S&L	10	4	12,824

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
RABANCO ACQUISITION COMPANY FIVE**

Pursuant to RCW 23B. 10.060 and RCW 23B.11.010(3) of the Revised Code of Washington, Rabanco Acquisition Company Five (the "Corporation") adopts the following Articles of Amendment to its Articles of Incorporation:

- A. The name of the corporation is Rabanco Acquisition Company Five.
- B. The Articles of Incorporation are hereby amended by changing the name of the corporation to the following:
WJR Environmental, Inc.
- C. The amendment does not provide for an exchange, reclassification, or cancellation of issued shares.
- D. The foregoing amendment was adopted by the Board of Directors of the Corporation on June 25, 1998. Pursuant to RCW 23B.10.020(5), shareholder action was not required on the amendment.

**BYLAWS
OF
RABANCO ACQUISITION COMPANY FIVE
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Seattle, Washington, or such other place within the State of Washington as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Washington as the Board of Directors may from time to time determine or the business of the Corporation may require.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Washington, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of twenty-five percent (25%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than

sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the notice.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Notwithstanding the foregoing, voting for directors shall be by cumulative voting. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, or his agent or attorney as provided by law, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

Section 11. Meetings by Means of a Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, stockholders of the Corporation may participate in a meeting of the stockholders by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 11 of this Article II shall constitute presence in person at such meeting.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death,

resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the stockholders. So long as cumulative voting applies to the election of directors, a director may not be removed if, in the case of the proposed removal of less than all of the directors, the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal. If cumulative voting is not applicable, a director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director.

Section 2. Vacancies. Unless otherwise required by law, any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. In addition to the foregoing, any vacancy on the Board may be filled by the stockholders.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not directed or required to be exercised or done by the stockholders by statute or by the Articles of Incorporation or by these Bylaws, as the same may be amended from time to time.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Washington. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. The notice of any special meeting need not describe the purpose of the meeting, except as otherwise may be specified in these Bylaws.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may

be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, either manually or by facsimile, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation. The certificate need not include a corporate seal.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If no record date is fixed, the day before the first notice of a meeting is mailed or the date on which the resolution of the Board of Directors declaring a dividend or distribution, as the case may be, shall be the record date for the determination of stockholders with respect to such action.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal, if one is adopted, shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Washington". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Indemnification. To the fullest extent permitted by Washington law as amended from time to time, the Corporation shall indemnify and advance expenses to each person to whom indemnification and advancement of expenses may be offered under such law.

Section 2. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Washington law.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Articles of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Articles of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

ARTICLES OF INCORPORATION
OF
WOODLAKE SANITARY SERVICE, INC.

WE, the undersigned, of full age, for the purpose of forming a corporation under and pursuant to the provisions of Chapter 300 of the Laws of Minnesota, 1933, known as the Minnesota Business Corporation Act, and laws amendatory thereof and supplementary thereto, do hereby associate ourselves as a body corporate and adopt the following Articles of In- corporation.

ARTICLE I

The name of this corporation shall be Woodlake Sanitary Service, Inc..

ARTICLE II

The general nature of the business of said corporation shall be the owning, operating and conducting of a garbage collection and disposal and all matters incidental thereto, and the general moving and hauling business and all matters incidental thereto.

ARTICLE III

The principal place for the transaction of its business shall be in the City of Richfield, Minnesota. The location and post office address of its registered office in this state is 6611 Knox Avenue South.

ARTICLE IV

This corporation shall commence on the 20th day of July, 1948, and continue thereafter perpetually as provided by the laws of the state of Minnesota.

ARTICLE V

The name and post office address of each of the incorporators is:

Name	Post Office Address
Ed Drury	6611 Knox Avenue South
Francis T. Ryan	447 Mc Knight Building
John T. Kain	447 Mc Knight Building

all of whom are residents of said County of Hennepin, state of Minnesota.

ARTICLE VI

The management of this corporation shall be vested in a board of not less than three or more than five directors, as may be fixed by the By-Laws. The directors shall be elected at the annual meeting of the stockholders, to be held at the general office of this corporation in said City of Richfield, on the 23d day of July, at one o'clock p.m. each year, and until such election the directors of said corporation shall be the said Ed Drury,

ARTICLE VII

The amount of stated capital with which this corporation will begin business is Twenty - five Hundred (\$2,500.00) Dollars.

ARTICLE VIII

The total authorized number of shaes of par value is Two Hundred Fifty (250) the par value of each share is One Hundred (\$100.00) Dollars.

The total authorized number of shares without par value is none.

ARTICLE IX

The description of the classes of shares, with the number of shares in each class, and the relative rights, voting power, preferences and restrictions are as follows: 250 shares of \$100.00 par voting common stock.

ARTICLE X

The highest amount of indebtedness to which this corporation shall at any time be subject shall be Fifty Thousand (\$50,000.00) Dollars.

ARTICLE XI

At all meetings of the stockholder, cumulative voting shall be allowed, as provided by Section 25 of Chapter 300 of the Laws of Minnesota 1933, known as the Minnesota Business Corporation Act, and each stockholder may vote by written proxy.

ARTICLE XII

The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the stockholder, and at the same place. Executive officers of this corporation are to be a president, vice-president, secretaryand treasurer.

The office of any two may be held by the same person, except that of president and vice-president.

Such executive officers shall be elected by the Board of Directors at each annual meeting held as aforesaid. The Board of Directors shall have the power to fill any vacancy in the Board of Directors or in any other office.

ARTICLE XIII

Directors and all other officers of this corporation shall serve without compensation, unless expressly otherwise provided by the majority vote of the Board of Directors.

ARTICLE XIV

The first meeting of the incorporators and directors, for the purpose of organizing and adopting by-laws and election of executive officers shall be held at 6611 Knox Avenue in the City of Richfield, on the 23d day of July, 1948 at one o'clock p.m..

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals to the hereto attached Articles of Incorporation this 20th day of July, 1948.

In the Presence of

/s/ Edward Drury

[ILLEGIBLE]

/s/ Francis T. Ryan

[ILLEGIBLE]

/s/ John T. Kain

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

On this 20th day of July, 1948, personally appeared before me Francis T. Ryan, John T. Kain and Ed Drury, to me known to be the persons named in and who executed the foregoing Articles' of Incorporation and each acknowledged this to be of his own free act and deed for the uses and purposes therein expressed.

[ILLEGIBLE] [SEAL]



**CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION
OF WOODLAKE SANITARY SERVICE, INC.**

We, the undersigned, Edward Drury and Barbara Drury, respectively the President and Secretary of Woodlake Sanitary Service, Inc., a corporation subject to the provisions of Chapter 301, known as the Minnesota Business Corporation Act, do hereby certify that at the annual meeting of the shareholders of said corporation, notice of said meeting having been duly waived in writing by each shareholder of the corporation, held at the registered office of the corporation on July 19, 1967, the resolution as hereinafter set forth was adopted by unanimous vote and consent of the holders of all of the issued and outstanding capital stock of the corporation:

“RESOLVED, that Article VIII of the Articles of Incorporation of Woodlake Sanitary Service, Inc. be and the same hereby is amended to read as follows:

ARTICLE VIII

The total authorized capital of the corporation shall be One Hundred Thirty Thousand Dollars (\$130,000.00), all of which shall be of one class designated as common stock and shall be divided into one thousand three hundred (1,300) shares at a par value of One Hundred Dollars (\$100.00) per share. The Board of Directors shall have authority in their discretion to issue stock for such amounts and for such consideration as they deem to be in the best interest of the corporation.

FURTHER RESOLVED, that Article IX of the Articles of Incorporation of Woodlake Sanitary Service, Inc. be and the same hereby is amended to conform to Article VIII as amended above, as follows:

ARTICLE IX

The description of the classes of shares, with the number of shares in each class, and the relative rates, voting power, preferences and restrictions are as follows: one thousand three hundred (1,300) shares of One Hundred Dollar (\$100.00) par voting common stock.

FURTHER RESOLVED, that the President and Secretary of this corporation be and they hereby are authorized and directed to make, execute and acknowledge a certificate under the corporate seal of this corporation, embracing the foregoing resolution, and to cause such certificate to be filed for record in the manner required by law.”

IN WITNESS WHEREOF, we have subscribed our names and caused the corporate seal of said corporation to be hereto affixed this 19th day of July, 1967.

/s/ Edward Drury
Edward Drury, President

In presence of:

[ILLEGIBLE]

Attested to:

[ILLEGIBLE]

/s/ Barbara Drury
Barbara Drury, Secretary

CORPORATE SEAL [SEAL]

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 21 day of July, 1967, before me, a Notary Public within and for said County, personally appeared Edward Drury and Barbara Drury, to me personally known, who, being each by me duly sworn did say that they are respectively the President and Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Edward Drury and Barbara Drury acknowledged said instrument to be the free act and deed of said corporation.

[ILLEGIBLE]
Notary Public

[STAMP]

Filed for record on the 1 day of Aug AD 1967 at 8 o'clock A.M.



CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION OF
WOODLAKE SANITARY SERVICE, INC.

We, the undersigned, Edward Drury and Barbara Drury, respectively the President and Secretary of WOODLAKE SANITARY SERVICE, INC., a corporation subject to the provisions of Chapter 301 of Minnesota Statutes, known as the Minnesota Business Corporation Act, do hereby certify that by written authorization of resolution of all shareholders of said corporation, dated September 30, 1969, pursuant to Minnesota Statutes Section 301.26, Subdivision 11, the resolutions hereinafter set forth were authorized:

RESOLVED, That Article II of the Articles of Incorporation of the Corporation be, and it hereby is, amended to read in its entirety as follows:

"Article II

The corporation shall have general business purposes."

RESOLVED FURTHER, That Article III of the Articles of Incorporation of the Corporation be, and it hereby is, amended to read in its entirety as follows:

"Article III

The location and post office address of the corporation's registered office in Minnesota is 228 South Master, Savage, Minnesota."

RESOLVED FURTHER, That Article IX of the Articles of Incorporation of the Corporation be, and it hereby is, amended to read in its entirety as follows:

“Article IX

The description of the classes of shares, with the number of shares in each class, and the relative rates, voting power, preferences and restrictions are as follows: one thousand three hundred (1,300) shares of One Hundred Dollar (\$100. 00) par voting common stock.”

“There shall be no cumulative voting.”

“No holder of the stock of the corporation shall be entitled as a matter of right, preemptive or otherwise, to subscribe for or purchase any part of any stock now or hereafter authorized to be issued by the corporation or shares thereof held in the treasury of the corporation or any securities of the corporation including any securities convertible into stock whether issued for cash or other consideration or by way of dividend or otherwise.”

RESOLVED FURTHER, That Article X and Article XI of the Articles of Incorporation of the Corporation be, and they hereby are, deleted in their entirety leaving Article X and Article XI blank for future use.

RESOLVED FURTHER, That the President and the Secretary of this Corporation be, and they hereby, authorized and directed to make, execute and acknowledge a certificate under the corporate seal of this Corporation embracing the foregoing resolutions amending the Articles of Incorporation of this Corporation and to cause such certificate to be filed for record in the manner required by law.

* * *

RESOLVED, That the By-Laws of the Corporation be, and the same hereby are, amended to delete Articles XII and XIII in their entirety.

* * *

IN WITNESS WHEREOF, we have subscribed our names and caused the corporate seal of said corporation to be hereto affixed this 30th day of September, 1969.

In the presence of:

/s/ Edward Drury
Edward Drury, President

[SEAL]

/s/ Barbara Drury
Barbara Drury, Secretary

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 30th day of September, 1969, before me, a Notary Public within and for said County, personally appeared EDWARD DRURY and BARBARA DRURY, to me personally known, who, being each by me duly sworn did say that they are respectively the President and Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said EDWARD DRURY and BARBARA DRURY acknowledged said instrument to be the free act and deed of said corporation.

[STAMP]

[ILLEGIBLE]
Notary Public

[SEAL]

**AMENDED AND RESTATED BYLAWS
OF
WOODLAKE SANITARY SERVICE, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article III, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

1324106

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California

NOV 15 1984

**MARCH FONG EU, Secretary of State
Sharon K. Hawkins
Deputy**

ARTICLES OF INCORPORATION
OF
KANDILIAN ENTERPRISES, INC.

I

The name of this corporation is KANDILIAN ENTERPRISES, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

ROUBEN KANDILIAN
901 S. Maple Street
Montebello, CA 90640

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 50,000 shares.

DATED: November 15, 1984

/s/ H. RAYMOND SAVOIAN
H. RAYMOND SAVOIAN

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ H. RAYMOND SAVOIAN
H. RAYMOND SAVOIAN

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California
DEC 10 1984
MARC FONG EU, Secretary of State
By JAMES E. HARRIS
Deputy

CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION OF
KANDILIAN ENTERPRISES, INC.

The undersigned, ROUBEN KANDILIAN and SHAUNA KANDILIAN, hereby certify that they are now and during all the time mentioned herein have been the President and Secretary, respectively, of KANDILIAN ENTERPRISES, INC., a California corporation, and, further, they do hereby certify as follows:

1. That at a Special Meeting of the Board of Directors held on the 30th day of November, 1984, at 10:00 A.M., at 901 S. Maple Street, Montebello, California, the said Board adopted the following resolutions:

RESOLVED, that Article I of the Articles of Incorporation of this corporation be amended to read as follows:

“The name of this corporation is WESTERN RUBBISH SERVICE, INC.”

RESOLVED FURTHER, that the Board of Directors of this corporation hereby adopts the amendment to its Articles of Incorporation herein set forth.

2. That at a Special Meeting of the Shareholders of the corporation held on the 30th day of November, 1984, at 10:30 A.M., at 901 S. Maple Street, Montebello, California, the amendment to Articles of Incorporation was adopted, ratified and approved by a resolution identical in form to the Directors' resolution hereinabove set forth.

3. That the number of shares voting in favor of the resolution was 2,000.

4. That the number of shares entitled to vote on or consent to the amendment was 2,000.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 30th day of November, 1984.

/s/ ROUBEN KANDILIAN
ROUBEN KANDILIAN, President

/s/ SHAUNA KANDILIAN
SHAUNA KANDILIAN, Secretary

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

MAY 14 1990

MARCHFONGEU, Secretary of State

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF
WESTERN RUBBISH SERVICE, INC.

ROUBEN KANDILIAN and HAGOP MICHAELIAN certify that:

1. They are the President and the Secretary, respectively, of WESTERN RUBBISH SERVICE, INC., a California corporation.

2. The Board of Directors of WESTERN RUBBISH SERVICE, INC. has approved an amendment to Article I of the Articles of Incorporation of the corporation by adopting the following resolution:

RESOLVED, that Article I of the Articles of Incorporation of this corporation is amended to read as follows:

"The name of this corporation is ZAKAROFF SERVICES."

3. The amendment has been approved by the required vote of the shareholders in accordance with Section 902 of the California Corporations Code. The corporation has only one class of shares. Each outstanding share is entitled to one vote. The corporation has 2,000 shares outstanding and, hence, the total number of shares entitled to vote with respect to the amendment was 2,000. The number of shares voting in favor of the amendment exceeded the vote required, in that the affirmative vote of a majority, that is, more than 50 percent of the outstanding shares was required for approval of the

amendment and the amendment was approved by the affirmative vote of 2,000 shares of the outstanding voting shares.

/s/ Rouben Kandilian
Rouben Kandilian, President

/s/ Hagop Michaelian
Hagop Michaelian, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct of his own knowledge and that this declaration was executed on May 9, 1990 at City of Industry, California.

/s/ Rouben Kandilian
Rouben Kandilian, President

/s/ Hagop Michaelian
Hagop Michaelian, Secretary

**SECOND AMENDED AND RESTATED BYLAWS
OF
ZAKAROFF SERVICES**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article m shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors .

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.